SUBMITTED ELECTRONICALLY VIA ECFS

Marlene H. Dortch Secretary Federal Communications Commission 445 12th Street, SW Washington, DC 20554

FCC Docket 02-6

Re: Appeal of Thackerville Public Schools (BEN: 139867), for denial of FY 2014 Application 960161 FRN 2608287

Pursuant to 47 C.F.R. § 54.719(a), Thackerville hereby respectfully submits this appeal of decisions by the Universal Service Administrative Company (USAC) to deny FRN 2608287 for Funding Year 2014.

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The reason for denial on the FCDL:

"The FRN is denied because you did not select the most cost-effective bid proposal. FCC rules state that in selecting a provider of eligible services, applicants must carefully consider all bids submitted and must select the most cost-effective service offering. The FCC codified in the Ysleta Order, that in evaluating bids from prospective service providers, applicants must select the most cost-effective offering from the bids received. The selected bid must itself be cost-effective compared to the prices available commercially and stated that 'there may be situations where the price of services is so exorbitant that it cannot, on its face, be cost-effective. For instance, a proposal to sell at prices two to three times greater than the prices available from commercial vendors would not be cost effective, absent extenuating circumstances.'"

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I. INTRODUCTION

Thackerville Public Schools (Thackerville or the District) hereby respectfully requests that the Universal Service Administrative Company (USAC) reverse its decision to deny Schools and Libraries (E-rate) universal service funding to Thackerville for its FRN 2608287 on 471 Application Number 960161 for Funding Year 2014.

USAC denied the District's request for funding because USAC claims that the District did not select the most cost-effective bidder to provide its Internet access services. To the contrary, as the discussion below will explain, the District satisfied all of the program's competitive bidding rules and selected the most cost-effective services, when it considered price and its other evaluation criteria. USAC's use of a bright-line standard is contrary to Commission precedent stating no such bright-line test exists, and, regardless, *Ysleta* is not applicable here.

Upholding the denials of these applications will preclude a fair and open competitive bidding process in which all bids are fairly evaluated, render the competitive bidding process meaningless and will force schools to select a lower-cost bid, even if not the most cost-effective, contrary to program rules – and possibly their own competitive bidding requirements. For practical purposes, this ruling by USAC will make price the only factor that matters in the E-rate competitive bidding process. That will result in many applicants selecting services that do not provide the best value for them or, therefore, the E-rate program. Such an outcome would not serve the E-rate program or statutory goals. Thus, we respectfully ask USAC to reverse its decision and grant funding to the District for the funding request at issue.

II. BACKGROUND

Thackerville is a small, rural school district in south-central Oklahoma. The District has approximately 350 students and at the time that the competitive bidding process was conducted, the district had one IT person on staff.¹

For Funding Year 2014 the District filed a 470 requesting bids for Internet access and additional services.² The District also released an Invitation for Competitive Bids (IFCB – also known as a Request for Proposal or RFP) on November 6th, 2013.³ Included in this RFP were requests for Internet access and additional services.

The District received six bids for the Internet access portion of the RFP.⁴ After carefully evaluating the bids received, the District selected Meet Point Networks to provide their Internet access under a multi-year contract⁵.

On April 27th, 2016 USAC issued a Funding Commitment Decision Letter that denied the funding request for Meet Point services on FRN 2608287.⁶ The reason for the denial states:

"The FRN is denied because you did not select the most cost-effective bid proposal. FCC rules state that in selecting a provider of eligible services, applicants must carefully consider all bids submitted and must select the most cost-effective service offering. The FCC codified in the Ysleta Order, that in evaluating bids from prospective service providers, applicants must select the most cost-effective offering from the bids received. The selected bid must itself be cost-effective compared to the prices available commercially and stated that 'there may be situations where the price of services is so exorbitant that it cannot, on its face, be cost-effective. For instance, a proposal to sell at prices two to three times greater than the prices available from commercial vendors would not be cost effective, absent extenuating circumstances."

¹ Affidavit of Greg Raper, paragraph 5

² FCC Form 470 # 237940001161390 (FY 2014 Form 470).

³ FY 2013 RFP, Exhibit 1.

⁴ Exhibit 2, Bids Received.

⁵ Exhibit 3, FCC Form 471 #960161

⁶ Exhibit 4, Funding Commitment Decision Letter, dated 4/27/2016.

Thackerville received USAC Appeal Denial Letter for 2014 on August 8, 2016.⁷

By this letter, the District appeals USAC's decision to rescind its funding commitments. Commission rules allow 60 days for the filing of an appeal to the FCC.⁸ Because this appeal is filed within 60 days of USAC's decision, it is timely filed.

III. BECAUSE THACKERVILLE SELECTED THE MOST COST-EFFECTIVE SERVICES, ITS E-RATE APPLICATION FOR FY 2014 SHOULD BE RE-INSTATED

Federal Communications Commission rules require applicants to seek competitive bids for all services and equipment eligible for E-rate discounts. Applicants are required to "carefully consider all bids submitted" and to select "the most cost-effective service offering" using the price of eligible goods and services as the primary factor. Under section 54.511(a) of the Commission's rules, an applicant "may consider relevant factors other than the pre-discount prices" submitted by providers to determine which service offering is the most cost-effective, so long as price is the primary factor considered.

The Commission's *Tennessee Order* ruled there is a presumption of cost-effectiveness when the applicant meets all of the requirements of the competitive bidding process and when the applicant pays its share of the costs.¹² Nevertheless, USAC alleges that the District did not

⁷ Administrator's Decision Letters for 2014, Exhibit 5.

⁸ 47 C.F.R. § 54.719(a); 47 C.F.R. § 54.720(b).

⁹ See 47 C.F.R. § 54.503(a)-(b) (2014). See also In the Matter of Fed.-State Joint Bd. on Universal Service, CC Docket No. 96-45, Report and Order, FCC 97-157 at ¶ 480 (1997) (First Universal Service Order) (finding that "fiscal responsibility compels us to require that eligible schools and libraries seek competitive bids for all services eligible for [E-rate] discounts.").

¹⁰ *Id.* at § 54.511(a) (2012) and (2014). *See also* 47 C.F.R. §§ 54.503(c)(2)(vii), 54.504(a)(1)(xi) (2012) (requiring applicants to certify on FCC Forms 470 and 471 respectively that the most cost-effective bid will be or was selected).

¹¹ 47 C.F.R. § 54.511(a).

¹² Tennessee Order at ¶¶ 9-12.

select the most cost-effective service offering. USAC claims that the District's selection of services that cost more than two times another bid violates the Commission's directive in *Ysleta*.¹³ The "standard" used by USAC, however, has never been adopted by the Commission as a bright-line standard for cost-effectiveness. USAC is also applying this standard to compare bids that provide different service components (that are eligible). Further, the dicta in *Ysleta* is not applicable to this case.

A. Thackerville Followed E-rate Competitive Bidding Rules to Select the Most Cost-Effective Bid, Contrary to USAC's Allegations.

In the *Universal Service Order* establishing the E-rate program, the Commission agreed with the recommendation of the Federal-State Joint Board on Universal Service that schools and libraries should not be required to choose the lowest-priced service but instead should be allowed the "maximum flexibility" to take service quality into account and to choose the offering or offerings that meets their needs 'most effectively and efficiently." In the *Second Report and Order*, the Commission codified the requirement that price must be the primary factor when applicants analyze bids they have received. 15

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¹³ See Funding Commitment Decision Letter; Request for Review of the Decision of the Universal Service Administrator by Ysleta Independent School District El Paso, Texas, et al., Order, FCC 03-313, 18 FCC Rcd 26407, n. 138 (2003) (Ysleta Order).

¹⁴ Federal-State Joint Board on Universal Service, CC Docket No. 96-45, Report and Order, 12 FCC Rcd 8776, at ¶ 481 (1997) (Universal Service Order) (quoting the Joint Board's recommendation).

¹⁵ See Schools and Libraries Universal Support Mechanism, CC Docket No. 02-6, Second Report and Order and Further Notice of Proposed Rulemaking, 18 FCC Rcd 9202, FCC 03-101 (2003) (codifying 47 C.F.R. §54.511(a)) (Second Report and Order); see also School and Libraries Universal Support Mechanism, CC Docket No. 02-6, Fifth Report and Order and Order, 19 FCC Rcd 15808 (2004) (codifying 47 C.F.R. § 54.504(b)(2)(vii) and 47 C.F.R. § 54.504(c)(1)(xi)) (Fifth Report and Order).

Significantly, the Commission's rules have never required schools and libraries to select a provider offering a lower price, even among bids for comparable service.¹⁶ Given that price, as a category, only has to be weighted one point higher than any other category,¹⁷ however, it is quite likely that a vendor could be awarded fewer points in the cost category yet still win the bid based on points earned in the technical (non-price) categories. In fact, the Commission has stated repeatedly that price cannot be the only factor for the obvious reason that "price cannot be properly evaluated without consideration of what is being offered."¹⁸

The District met the Commission's requirements by giving more weight to price than to any other factor it used in the selection process and by appropriately awarding points in the other non-cost factors. The bid evaluation sheets used by the District allotted a maximum of 40 points for the price of eligible goods and services – more than twice the amount of the only other evaluation criteria: Service History.¹⁹

Thackerville received six bids for its Internet access services. The lowest bidder, Windstream, received the maximum number of points available for price, 40 points. Meet Point earned the most points for Service History, the full 20 points available.²⁰

Most importantly, Thackerville considered the quality of service, as the Commission explicitly recognized in *Tennessee*, and selected the bid that met its needs "most effectively and

¹⁶ Federal-State Joint Board on Universal Service, CC Docket No. 96-45, Report and Order, 12 FCC Rcd 8776, 9029, para. 481 (1997) (subsequent history omitted) (*Universal Service Order*). See also Tennessee Order at ¶ 9 ("Even among bids for comparable services, however, this does not mean that the lowest bid must be selected.").

¹⁷ If, for example, a school assigns 10 points to reputation and 10 points to past experience, the school would be required to assign at least 11 points to price. *See Ysleta Order* at ¶ 50, n. 138.

 $^{^{18}}$ Tennessee Order at \P 8.

¹⁹ Bid Evaluation Sheets, Exhibit 6.

²⁰ *Id*.

efficiently."²¹ To meet the needs of its students and teachers, Thackerville required an Internet access service that provided strong network security. These services and the direct line of communication with the principals at Meet Point are especially important to a school district that had only one person on staff to handle IT issues. Thackerville felt that it was essential that it had a company that could resolve any issues in the most expeditious manner possible. It was not beneficial for the district to have a service that required a lot of staff time in the restoration process. When the Internet is down, the teacher cannot skip a lesson or wait until next week when the Internet is working again. Every minute of classroom time is valuable, especially with the demands upon the education system today. Similarly, online testing cannot be pushed to a different time. Therefore, service quality (and the ability to quickly restore that service) is an essential component of the selection process.

Meet Point scored the maximum number of points for Service History because the Superintendent of the District, Greg Raper, had used Meet Point's services at a previous district, and they had received "excellent service" and had an "excellent working relationship with positive results" in the previous year using Meet Point. The staff at Meet Point had been responsible for initiation of the Internet services; configuration of the router; determining the cause of any issues with the services and resolving those issues; and the configuration, administration and issue-resolution of email services. Their work ethic demonstrated a commitment to providing the best services for the District. As the Commission has noted, "[A] school should have the flexibility to select different levels of services, to the extent such flexibility is consistent with that school's technology plan and ability to pay for such services."²³

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²¹ Tennessee Order at ¶ 9

²² Raper Aff. Para. 9(iii)

²³ Tennessee, Para. 9

The quality of service and responsiveness when problems arise are especially important to small districts that have few employees focusing on technology.

Meet Point's bid was different from the other bids; they offered services not offered by the other providers: onsite tech support, and firewall services.²⁴ As noted by the Commission, applicants cannot properly consider price without consideration of what services are being offered. Here, Meet Point offered additional services that the other bidders did not include in their bid proposals.

Thackerville evaluated the Internet access providers based on categories that it determined were important. That evaluation led Thackerville to select the service provider with the offer that best met the District's needs. It choose Meet Point because it determined that the service history, quality of the service, and ability to quickly restore outages were superior to that of the other bidders – as allowed and encouraged by Commission orders and E-rate program rules.

B. The Commission Has Never Established a Bright-Line Standard, as USAC Has Done Here.

After adopting the guidance on cost-effectiveness in *Tennessee*, the Commission declined to adopt a bright-line standard for cost-effectiveness. In the *Third Report and Order* – released two weeks after *Yselta* – and in a paragraph directly referencing *Ysleta*, the Commission specifically noted it did not have a bright-line test for cost-effectiveness: "*Nor do our rules*" *expressly establish a bright line test for what is a 'cost effective' service*." The Commission

²⁴ Raper Aff. Para. 13b

²⁵ See, e.g., Schools and Libraries Universal Service Support Mechanism, CC Docket No. 02-6, Third Report and Order and Second Further Notice of Proposed Rulemaking, FCC 03-323, at ¶ 87 (*Third Report and Order*) ("Our rules do not expressly require, however, that the applicant consider whether a particular package of services are the most cost effective means of meeting its technology needs. Nor do our rules expressly establish a bright line test for what is a "cost"

has twice sought comment on whether to adopt specific standards or provide additional guidance with respect to this rule, but has so far declined to do so.²⁶

Contrary to these Commission declarations, however, USAC points to *Ysleta* as support for stating that Thackerville's services are not cost-effective, by stating that the services selected through Thackerville's competitive bidding process were more than two times some of the other bids. There are several problems with USAC's reliance upon *Ysleta* here. First, USAC appears to be establishing a bright-line rule even though the Commission has expressly stated that it has not adopted a bright-line standard.²⁷ As USAC is aware, USAC cannot interpret Commission rules.²⁸ As such, USAC should not use a bright-line standard of "two times" other bids to determine that services selected through Thackerville's competitive bidding process are not costeffective. Further, the Commission directed USAC to review its approach to cost-effectiveness reviews and then share the information with applicants and services providers before it attempts

effective" service."); Modernizing the E-rate Program for Schools and Libraries, WC Docket No. 13-184, Notice of Proposed Rulemaking, FCC 13-100, at ¶ 213 (Modernization NPRM) ("[W]e seek to refresh the record on whether we should adopt bright line tests, benchmark or formula for determining the most cost-effective means of meeting an applicant's technology needs."). It is notable, however, that the Commission appeared to focus on situations where no bid or only one bid was received, and those situations where applicants are selected expensive priority one services simply because they are supported, even though they are unnecessary or when less expensive services would fill the same need. *Modernization NPRM* at ¶¶ 203, 212-213.

²⁶ In 2003, in the *Third Report and Order*, the Commission sought comment on whether it should codify additional rules to ensure that applicants make informed and reasonable decisions in deciding for which services they will seek discounts. Third Report and Order, at ¶87. In the Modernization NPRM, the FCC sought comment on adopting new standards for costeffectiveness. *Modernization Order*, at ¶¶ 211-216. In the *First Modernization Order*, the Commission provided limited guidance related to the showing of cost-effectiveness necessary to receive funding for data plans for wireless devices and wireless air cards providing Internet access. The Commission ruled the wireless services are not cost-effective if they are duplicating service already being provided. *Id.* at \P 151.

²⁷ See Third Report and Order at \P 87; Modernization NPRM at \P 213.

²⁸ 47 C.F.R. § 54. 702(c).

to implement a new approach, with oversight performed by the Wireline Competition Bureau and the Office of the Managing Director. ²⁹ As of the date of filing this appeal, USAC has not provided this information. It is a potential violation of the Administrative Procedure Act and, at a minimum, fundamentally unfair to applicants to adopt a new standard of review and simply not tell the applicants what the standard is before holding them to it. In fact, the Commission should seek comment in a rulemaking process to establish a new standard, as it has done twice before without adopting such a standard. As the Commission has recognized by seeking comment on this issue, the Commission should adopt an order revising its own precedent if it desires to do so. ³⁰

Second, *Ysleta*'s facts are not applicable to this situation. The Commission in *Ysleta* analyzed a competitive bidding process in which the school district received one or no bids.³¹ Thackerville sought bids through the FCC Form 470 process for its E-rate eligible services. In *Ysleta*, the Commission stated – in dicta – that a price for a piece of *equipment* two to three times "the prices available from commercial vendors would not be cost-effective, absent extenuating circumstances."³² The example the Commission gave in *Ysleta* was of a piece of equipment. Equipment, unlike services, are commodities and more easily comparable. Even so, people often make purchasing decisions based on the quality of the brand of the product. The same is true – and even more so – for services. Evaluations of competing services are, of course, different than evaluating bids for the same piece of equipment. When evaluating a service, Applicants will

²⁹ Modernizing the E-rate Program for Schools and Libraries, WC Docket No. 13-184, Connect America Fund, WC Docket No. 90-90, Second Report and Order and Order on Reconsideration, FCC 15-189 (2014) at ¶ 126.

 $^{^{30}}$ Third Report and Order, \P 87; Modernization NPRM, at $\P\P$ 213.

³¹ *Ysleta* at \P 54.

³² *Id*.

have to consider the reliability of the service, the ability of the service provider to restore service in downtimes (including the technical expertise of the staff), and if the service provides the elements the Applicant would be purchasing (for example, are we really getting the amount of Internet access we have ordered?). Accordingly, USAC should not use *Ysleta* to support its analysis when comparing services, especially when the bids are different and include different, eligible services – such as on-site technical support and firewall services. As described above, Thackerville compared the quality of services of Meet Point with the services provided by OneNet and reached the conclusion that Meet Point's services were superior.

Third, the *Ysleta* decision does not establish a standard that applicants are precluded from selecting bids that are twice as expensive as "the lowest bid." The standard in *Ysleta* is "two or three times" the prices that are *commercially available* for those services, ³³ which begs the question: What would have been the pricing of the lower bidders had they included the additional, eligible services that Meet Point provides, or if those lower-priced bidders had the level of expertise of the Meet Point staff? Of course, the answer to that question is "unknown" which means comparing these two bids using the *Yselta* standard is a moot exercise and is not a fair evaluation of what is and is not cost effective.

Is Meet Point's bid "too expensive" for USAC to fund? We disagree with the conclusion that it is. The only way to determine if the bid is "too expensive" is to compare it to other commercially available services. USAC did not compare Meet Point's bid, which provided for different levels of support (cell phone numbers for the principals, on-site support and turn up) and different services (firewall services) than the other bidders, to other similar, commercially available offerings. USAC, in trying to make that determination could have surveyed local

³³ *Id*.

providers to determine what the commercially reasonable local price would be for a similar set of services (both scope and quality), or USAC could have used existing information they have gathered via 471 submissions about similar Internet access services provided in Oklahoma. We believe the price that Meet Point charges, given the level of support, the technical expertise of their staff and additional services offered, is commercially reasonable.

Finally, the Commission in *Ysleta* was also describing a situation in which there was only one bidder, and therefore no competitive bidding, thus precluding the applicant from any comparison of services or price.³⁴ In such a case, the applicant is at the mercy of the service provider's pricing and does not have a choice as to providers. Thackerville was not held hostage to one provider. It received multiple bids and made a reasoned judgment regarding the services and comparative costs that met <u>its</u> needs through its competitive bidding process.

The reason that Thackerville selected a more expensive service provider – even though funding for schools is tight in Oklahoma – is that a properly functioning Internet service is critical to the success of its students. The factors considered by the District all relate to whether the Internet access service will function as expected or be repaired as quickly as possible, in addition to keeping the network safe. Internet access services are as important to Thackerville as its other utilities, including heat and water. With the way the curriculum is structured, the schools simply cannot function if the Internet is not accessible. It is not cost-effective for either the District or the E-rate program to pay for an Internet service – no matter how inexpensive it is – that does not further the goal of providing students with access to greater educational opportunities. Further, the District believed it was cost-effective for its needs as a small, rural

³⁴ *Id*.

district, to pay extra for a service that included enhanced levels of support and protection (*i.e.*, the firewall). Thackerville chose the service provider that was most cost-effective for its needs.

C. USAC's Decision in This Case Undermines Program Policies and Goals

Application of USAC's decision on a consistent basis will not further E-rate program policies and goals. First, it will force applicants in some cases to select a provider that does not offer the most cost-effective services for the applicants' needs – and likely could cause applicants to perform a disingenuous bid review process. Second, this decision could require applicants to weight price more heavily in the bid evaluation process – which is not required by Commission rules – in order to try to meet USAC's newly created standard. Finally, the District will suffer significant harm if its funding is denied.

First, USAC's attempt to second-guess the work of the evaluator will force applicants to select a lower-priced offering, regardless of quality or other relevant criteria, so they will not be subject to second-guessing months or years after the conclusion of the competitive bidding process. To prevent this potential denial of funding, applicants will be forced to select a lower-price bidder, notwithstanding their review of the vendors' bids using the other factors important to the individual applicants.

Using such a standard will lead to a disingenuous bidding process. Applicants are required to consider all valid bids received.³⁵ Is it really USAC's position that an applicant must evaluate a bid that is two times more expensive than the other bids, but that bid (under USAC's interpretation of *Yselta*) must <u>always</u> lose? Are applicants supposed to manipulate the evaluation process so that the more expensive vendor receives fewer points, notwithstanding the reviewer's actual analysis of the bid responses? A fair and open competitive bidding process cannot have

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³⁵ 47 C.F.R. § 54. 511(a).

pre-determined outcomes. Such a result could cause applicants to violate their own competitive bidding requirements. Further, what is the point of allowing the applicant the "maximum flexibility" to consider service history, quality of service, or other reasonable factors of a bid that USAC has pre-determined must always lose? An applicant that follows all of its own state and local procurement rules should not be prohibited from selecting a bid that meets its needs, but for a non-codified standard that USAC has decided to impose. If it is truly the intention that bids that are twice as much as the lowest bid are, on face, not cost-effective and should never win, then the program should explicitly allow applicants to disqualify those bids before the bid evaluation process begins, even if no disqualification factors are listed by the applicant in the FCC Form 470 and/or RFP. As it stands right now, applicants are required by FCC rules to evaluate all bids received and applicants do not have the authority to disqualify bids that are twice as expensive as the lowest bid received.

Second, USAC's process to determine cost-effectiveness is flawed. USAC's current interpretation of Ysleta places the applicant in an untenable positon - the applicant is required to evaluate all bids, required to use specific bid criteria weighted in a specific manner and conduct an open and fair competitive bidding process. Even when an applicant complies with all of these rules and follows all of the approved processes, if a bid is awarded the most points and determined to be the best fit for the applicant's needs, but is twice as much as a lower bid, what can an applicant do? The applicant can't simply throw out the bid or disqualify it – not only would the winning bidder have legal recourse against the applicant should the applicant throw out that bid, but the applicant could very well be in violation of local or state competitive bidding rules for not proceeding with the bid that was awarded the most points. Under USAC's interpretation of Ysleta, that bid should never win, but using the FCC's competitive bidding

process and rules it did. What is the point of following all of the competitive bidding rules if it produces an outcome that USAC won't fund?

There are no allegations of competitive bidding rule violations by the District. USAC's concerns about cost-effectiveness seem better directed at the bid evaluation process that produced an outcome that USAC deems too expensive (perhaps the Commission should set more stringent procedures for weighting Price of Eligible Goods and Services at 50% of the total available points) than directing those concerns at the District. How can a winning bid be determined to be "too expensive" by USAC if the applicant properly evaluated price (and correctly awarded points) according to the Commission's rules and procedures?

Third, USAC's denial suggests the price differential should have been weighted more heavily than the District weighted it. To reach such a result, USAC is effectively overruling Commission precedent that only requires that pricing be given at least one more point than any other individual category.³⁶

At a minimum, USAC's decision here substitutes its judgment on the merits of the competitive bidding process for that of the District. When the Commission established the rules for the E-rate program in 1997, it stressed that a fundamental principle would be the

³⁶ As described above, USAC appears to be going beyond Commission precedent to establish a new standard without basis in Commission precedent. USAC, however, is not authorized by the Commission to interpret Commission rules. Under the Commission's rules, USAC "may not make policy, interpret unclear provisions of the statute or rules, or interpret the intent of Congress." 47 C.F.R. § 54.702(c). To the extent the Commission's rules are unclear, USAC has no authority to act without first seeking guidance from the Commission. *See id.* Moreover, the District proceeded entirely in accordance with Commission precedent when it evaluated relevant factors other than price. As a result, USAC has acted outside its authority by finding that Quapaw, despite having strictly followed the Commission's rules and precedent, failed to adhere to the Commission's requirements. Furthermore, if the Commission decides that a revision to the rule would advance program goals, such an interpretation should be provided by the Commission before it is applied, and following a notice-and-comment rulemaking.

determination of local needs by local decision-makers regarding what services would work best for that school or school district. ³⁷ It did not try to impose a top-down regime where the federal government decided the merits of each service choice of a particular school or district. The idea was that the thousands of schools and districts would know their own technology needs better than the federal government. The Commission has not wavered from this principle. If this decision stands, USAC would be free to evaluate the merits of the respective bidders without the knowledge that applicants have regarding service quality, service history, personnel qualifications, and the value they are receiving for the services purchased. There is simply no way USAC can make a proper evaluation of the bids without that information. In this case, while Thackerville has attempted to provide that information in responses to USAC's reviews, it appears that USAC has discounted the information or failed to take it into consideration, focusing exclusively on the price of the services.

D. If USAC Still Finds the Services Were Not Cost-Effective, USAC Should Commit Funding for Thackerville at a Level That Is Cost-Effective

USAC should, at a minimum, approve part of Thackerville's funding request. There is precedent for such an approach. In the *Fifth Report and Order*, the Commission provided direction for USAC for recovery of funding when it was improperly disbursed.³⁸ Costeffectiveness is not directly addressed in that order.³⁹ However, some of the other illustrations provide guidance for the cost-effectiveness rule. If a carrier charges the beneficiary "an inflated"

³⁷ Universal Service Order at ¶¶ 481, 574.

³⁸ Schools and Libraries Universal Service Support Mechanism, CC Docket No. 02-6, Fifth Report and Order, FCC 04-190 (2004) at ¶¶ 15-44 (*Fifth Report and Order*).

³⁹ *Id.* The Commission states that full recovery is appropriate for competitive bidding violations. However, this is not a competitive bidding violation. USAC found no issues with the competitive bidding process; it disagreed with the outcome. There are no allegations that the process was not fair and open, price was not the primary factor or that bids were not solicited for at least four weeks.

price," the *Fifth Report and Order* directs that USAC should recover amounts disbursed in excess of what similar situated customers are normally charged in the marketplace." Similarly, here, if the standard is that cost two times other pricing is not cost-effective, then, by implication, a price 1.9 times the cost is cost-effective. As such, USAC could calculate the cost of the eligible service at 1.9 times that of a lower price and fund that amount for Thackerville. In addition, the Commission has ruled that, when two providers are providing the same service and one is less expensive, the applicant shall be reimbursed for its Internet connection at the lower rate. Following that logic, USAC could reimburse the applicant at the rates offered by a different provider. Such an approach would minimize the harm caused by USAC's delay in determining it had an issue with Thackerville's selection of Meet Point as its service provider.

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For the reasons stated above, the District respectfully requests that USAC reconsider its initial decision and grant its funding requests for FY 2014. As the foregoing has demonstrated, the District met the Commission requirements for competitive bidding, and selected the most cost-effective bid available to meet its needs.

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⁴⁰ Fifth Report and Order at ¶ 30. The Commission also discusses situations in which the beneficiary has requested a "clearly excessive" level of support. That situation is not applicable here, as the examples are those when the beneficiary is requesting a number of lines or equipment that is beyond what is necessary. There is no dispute here that the District requires this level of capacity for broadband services, nor are there any allegations that these services are duplicative or redundant.

⁴¹ Schools and Libraries Universal Service Support Mechanism, Requests for Review by Macomb Intermediate School District, CC Docket No. 02-6, Order, FCC 07-64 at ¶ 9 (2007). This rule is applicable when the applicant could have purchased all of the services from one provider at the lower rate but chose not to, and when the services provided do not exceed the total capacity required.

List of Exhibits

Exhibit 1: Invitation for Competitive Bid (AKA: RFP)

Exhibit 2: Bids Received

Exhibit 3: 471 Application

Exhibit 4: FCDL

Exhibit 5: Administrator's Decision Letter

Exhibit 6: Bid Evaluation Sheets

Affidavit

Before the Federal Communications Commission Washington, D.C.

In the Matter Of)	
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Schools and Libraries)	CC Docket No. 02-6
Universal Service Support Mechanism)	
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Request for Review and/or Waiver)	Application No. 960161
By Thackerville School District)	
of the Funding Decisions by the)	
Universal Service Administration Compa	ny)	

Affidavit of Thackerville School District 4

I, Greg Raper, swear:

BACKGROUND

- 1. I have been Superintendent at Thackerville Public Schools for 4 years.
- 2. I was the High School Principal at Healdton Public Schools for 8 years.
- 3. I have a Master's Degree in Administration.
- 4. Thackerville is a rural school district, 350 students enrolled, in south central Oklahoma, we serve 6 buildings.
- 5. School district needs a minimum of 100 mgs but we were currently only receiving 9 mgs.

 One person on the IT staff in district and one that comes on a weekly basis.

IMPORTANCE OF TECHNOLOGY

6. School district has approximately 100 wireless devices. All student information is online as well as student gradebook for parent information about current graders for students. Also must have online access to complete state department of education reports.

- 7. School district could not function without internet access.
- 8. Did not receive upgrade abilities or good service from previous providers. Ask previous providers for increased access and capabilities but never received or got a reason why it was not offered?

THE PROCUREMENT

- 9. In four years as Superintendent, the school district has increase by almost 100 students and we have doubled our technology capabilities throughout the district.
 - i. We needed affordable connectivity sufficient to handle our needs We needed reliable connectivity to support the learning and teaching experiences; and
 - ii. We needed quality connectivity to assure that the schools received content appropriate to their needs, and filtered out content that was inappropriate.
 - iii. We needed network protections (i.e., firewall) sufficient to protect the network from third-party spam, attacks, and viruses.
 - iv. We needed to ensure that, if the network went down, our provider would be available to assist with restoring service as soon as possible.
- 10. Accordingly, Thackerville decided what evaluation criteria to use to evaluate the bids received.
- 11. Thackerville received a list of possible categories from our consultant, CRW Consulting, but I determined which categories we would use for evaluation of the bids.
- 12. The competitive bidding process was fair and open. Meet Point did not have any role in the development of the RFP nor did it have any information not available to any other bidder.

THE EVALUATION PROCESS 2014 (Internet)

- 13. I decided to use Price of eligible goods and services and Service History as evaluation Factors. Price of eligible goods and services received 0-40 points with bidders ranked and given points for monthly cost. Bidders were given points from cheapest (40 points) to most expensive (35 points). Same procedure for Service History (0-20 points) based upon personal experience and past history with each bidder.
- 14. I looked for quality of service and past experience as qualifiers for in each category. For example, quality of service, timeliness, ability to meet your scheduling requirements, potential risks with selecting a certain provider, stability of the company, past experience with personnel.
- 15. I did the evaluation process myself taking approximately a couple of hours to complete using documents sent by bidders and personal experience with each bidders as reference..
 - a. Meet Point was a service provider at my previous school (Healdton) and we received excellent service as well as had an excellent working relationship with positive results every year.
 - Meet Point offered on-site tech support and firewall services, these were not listed on any of the other bidder's proposals.
- 16. Meet Point received the highest total, 56 points.

USAC REVIEW OF THESE APPLICATIONS

17. Describe that USAC approved applications so you kept doing the same thing and never had any concern with the process.

18. As I understand the standard, we were to make a choice of the most "cost-effective" provider. Accordingly, we evaluated [the quality of the services offered and the price of those services.]

I certify under penalty of perjury that the foregoing is true and correct.

Greg Raper

18943 US Highway 77 / PO Box 377

Thackerville, OK 73459

Subscribed and sworn to before me this day of

_, 2016.

Notary Public

Exhibit 1: Invitation for Competit	tive Bid (AKA: RFP)	



918.445.0048

Invitation for Competitive Bids

Sign up

Vendor Login

Client Login

Home

About Us

Services

e-Rate Info

Testimonials

Contact

IFCB Posted 06 November 2013

Thackerville School **District 4**

District Address

PO Box 77

Thackerville, OK 73459

IFCB ID: 237940001161390



IFCB Deadline:

04 December 2013

Questions Due By:

27 November 2013

IFCB Requirements

- All Questions and Bids must be submitted using the on-line IFCB system. If for some reason the system is down before the respective deadline, please email your bid to info@crwconsulting.com or fax it to 918.445.0049. Bids or questions submitted in this fashion will be disqualified if the on-line system is active at the time of submission.
- Bidder must agree to participate in USF Program (AKA "E-rate") for the corresponding funding year.
- Please include the correct Service Provider Identification Number (SPIN) on your bid.
- By submitting a bid, bidder certifies that the bidder does have a valid (non-red light status) SPIN for the E-rate program at the time of submission. Should the Applicant discover that the bidder is on red light status, or if the FCC classifies the bidder as on red-light status before work is performed and invoices are paid, the contract will be null and void and the applicant will have no payment obligations to the bidder.
- Bidder is expected to provide the lowest corresponding price per E-rate rules. See http://www.usac.org/sl/serviceproviders/step02/lowest-corresponding-price.aspx for details.
- Contracts must not prohibit SPIN changes.
- Bidder must agree to provide the Applicant the choice of discount methods (SPI or BEAR).
- Bidder will be automatically disqualified if the District determines that the bidding company has offered any employee of the District any individual gift of more than \$20 or gifts totaling more than \$50 within a 12 month period.

- All contracts awarded will be contingent upon E-rate funding and final board approval. The applicant may choose to do all or part of the project upon funding notification.
- All contracts awarded under this IFCB bidding process may be voluntarily renewed by the applicant, upon written notice to the provider, for five consecutive one year terms.
- MAINTENANCE BIDS LISTING ONLY AN HOURLY RATE AND NOT A MONTHLY OR ANNUAL TOTAL WILL BE DISQUALIFIED. VENDORS QUOTING AN HOURLY RATE ARE REQUIRED TO ALSO A) CONFIRM THAT YOU HAVE THE ABILITY/EXPERTISE TO MAINTAIN ALL OF THE EQUIPMENT LISTED AND B) PROPOSE A NUMBER OF HOURS AT A PARTICULAR RATE MONTHLY TO PROPERLY MAINTAIN THE ENTIRE LIST OF EQUIPMENT. BIDS THAT CONTAIN ONLY HOURLY RATES, WITHOUT CONFIRMATION THAT THE COMPANY CAN SERVICE THE LIST OF EQUIPMENT, OR WITHOUT A MONTHLY TOTAL, WILL BE DISQUALIFIED.

There is an additional document associated with this IFCB. Please click the buttons to download the document.

ThackervillelCBMlClists.xlsx

Services and Equipment Requested

Local phone service - Approx 12 lines

Long distance service - Approx 12 lines; applicant currently uses approx 800 minutes per month

Cellular phone service including internet access/data plans - Approx 2 lines

Internet Access - Applicant currently has 9Mb bandwidth and is considering upgrading up to 100Mb bandwidth. Service providers are encouraged to submit bids/contracts with scalable bandwidth pricing from 9Mb up to 100Mb bandwidths. The terminating address for this circuit is Hwy 153 & 77, Thackerville, OK 73459; (580) 276.

INTERNAL CONNECTIONS/NETWORK UPGRADE: There is another document associated with this IFCB available for download that details the equipment the applicant wishes to purchase. The document lists equipment that the applicant prefers - the applicant will also accept functional equivalents of said items

BASIC MAINTENANCE OF INTERNAL CONNECTIONS: There is another document associated with this IFCB available for download that lists the equipment to be maintained. MAINTENANCE BIDS LISTING ONLY AN HOURLY RATE AND NOT A MONTHLY OR ANNUAL TOTAL WILL BE DISQUALIFIED. VENDORS QUOTING AN HOURLY RATE ARE REQUIRED TO ALSO A) CONFIRM THAT YOU HAVE THE ABILITY/EXPERTISE TO MAINTAIN ALL OF THE EQUIPMENT LISTED AND B) PROPOSE A NUMBER OF HOURS AT A PARTICULAR RATE MONTHLY TO PROPERLY MAINTAIN THE ENTIRE LIST OF EQUIPMENT. BIDS THAT CONTAIN ONLY HOURLY RATES, WITHOUT CONFIRMATION THAT THE COMPANY CAN SERVICE THE LIST OF EQUIPMENT, OR WITHOUT A MONTHLY TOTAL, WILL BE DISQUALIFIED.

Upload Bid



Questions Received with District Answers:

Submit a Question

No Data

Testimonials

Sign up for our new slette





Your Email

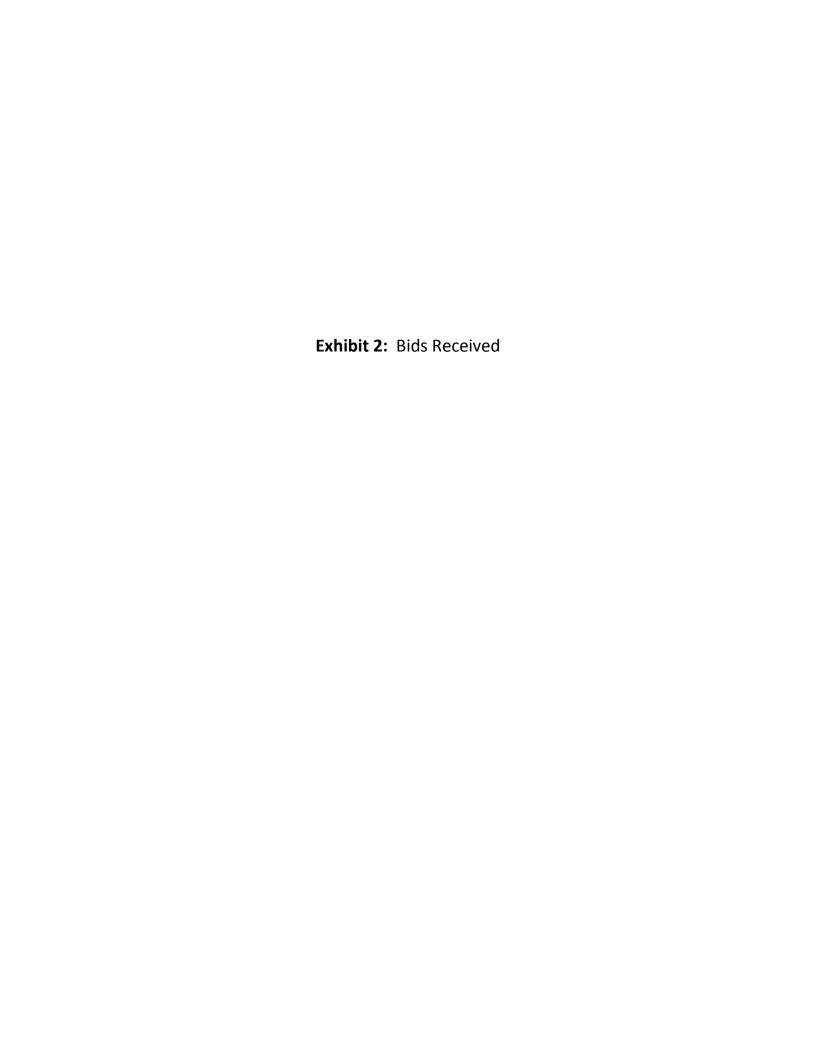
Submit

Powered by: Phillips360

https://www.crwconsulting.com/rfp/rpf.php?id=NDK3

Tulsa, OK 74170-1713 Voice: (918) 445-0048

Fax: (918) 445-0049







E-Rate Proposal for THACKERVILLE SCHOOL DISTRICT 4

To: Mr Chris Webber, Consultant
THACKERVILLE SCHOOL DISTRICT 4
PO BOX 377, HIGHWAY 77, Thackerville, OK 73459

From: SAM ROSS, AT&T SALES EXECUTIVE 1 REMOTE

401 BROOKFIELD PKWY, RM SUITE 500B, GREENVILLE, SC 29607

Office: (864) 593-2560, Wireless: (864) 593-2560

Email: sr2538@us.att.com

Introduction

In response to THACKERVILLE SCHOOL DISTRICT 4's Form 470 bid #237940001161390, I'm providing information on an AT&T solution that may meet your requirements and qualify for E-Rate funding. The solution includes the following components:

- AT&T Business Block of TimeSM II is a set of calling plans that gives you a set price for a
 defined number of minutes (or "block") of domestic calling each month. Qualified calls
 include intraLATA, intrastate and interstate outbound, and domestic toll free (inbound).
 Business Block of Time II enables you to save money over "rack" rates for domestic
 calling. AT&T's Service Provider Identification Number (SPIN) for Business Block of Time
 II is 143008823.
- Managed Internet Service (MIS) is an Internet access service that combines a high-speed, dedicated connection with consolidated application management. It lets you reliably access information resources and communicate with Internet users worldwide.
 MIS includes proactive, 24x7 network monitoring, enhanced network security features, and maintenance of the communications link between your locations and the AT&T

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E-Rate Proposal for THACKERVILLE SCHOOL DISTRICT 4

network. AT&T's Service Provider Identification Number (SPIN) for Managed Internet Service (MIS) is 143001192.

- AT&T Business Local Calling is a local voice package that includes access lines, local usage, hunting, and other calling features under a term agreement. We offer several different package options that combine different features to match your business needs. Business Local Calling includes core components, which are always active, and optional core components that you can choose to activate or deactivate. You can add bolt-on options for an additional charge. AT&T's Service Provider Identification Number (SPIN) for Business Local Calling is 143004662.
- Wireless services are a set of mobile solutions—devices, applications, and plans—that help you boost productivity, streamline operations, and improve responsiveness to your clients and colleagues.. Wireless services enable organizations to be more mobile than ever—traveling to clients, working from remote locations, using mobile devices to communicate while on the go or to connect to corporate resources. AT&T's Service Provider Identification Number (SPIN) for Wireless services (WSCA) is 143025240.

We recommend the Western States Contracting Alliance (WSCA) program and contract as the right solution for your needs. The WSCA awarded contract 1907 to AT&T through a competitive process open to all wireless vendors, and this contract is available to thousands of schools and libraries.

We use this WSCA contract to provide wireless service and products because it enables us to offer rates, terms, and conditions that are far more robust than those we could offer through individual procurement efforts. You can find more information at the AT&T WSCA Program website: http://www.wireless.att.com/businesscenter/legal-contracts/wsca.jsp

Features and Benefits

The solution gives you the following:

- Flexibility—You can choose from 250, 500, 700, 1200, 2500, 5000, 7500, or 10,000 minutes each month and pay the same amount every month for that specific block of minutes. If you go over the block of minutes, the additional minute ("over block") rate applies, so select the block that accommodates your historical usage. This gives you the flexibility to select the discount plan that meets your needs.
- Redundancy—We provide service availability of 99.999% to help ensure that your Internet traffic gets through. The design and proactive monitoring of our nationwide





E-Rate Proposal for THACKERVILLE SCHOOL DISTRICT 4

December 4, 2013

backbone network make it highly reliable. Because the network architecture features redundant routers, switches, and power supplies, we can reroute traffic around outages and restore service almost instantaneously.

Take the pledge to stop texting while driving Click to learn more.

 Our devices—include a wide selection of smartphones, tablets, netbooks, e-readers, and Network-Ready Devices using Android™, Apple iOS, BlackBerry®, and Windows Phone. Additionally, LaptopConnect can wirelessly connect your laptop to the Internet at broadband speeds. For more information on the devices we offer, visit www.wireless.att.com/businesscenter/phones-devices/

Advantages of AT&T

Working with AT&T gives you the following advantages:

- Commitment—We're committed to exploring every alternative to meet your unique communication requirements. We take the time to learn your business and to become an extension of your staff.
- Corporate Strength—AT&T is a Fortune Global 30 company and has the financial resources to be a long-term player. Our brand is respected in the communication industry because we offer financial health, scale and scope, experience, and expertise.
- E-Rate Experience—AT&T has participated in the E-Rate program for schools and libraries since the program's inception in 1998, and we're one of the program's largest service providers. We're proud to bring our technology, expertise, E-Rate knowledge, and education experience to your school or library, helping expand affordable access to advanced telecommunication services. For more information about AT&T and its participation in the E-Rate program, go to www.att.com/erate and download the E-Rate brochure.





Expert Support

We support you through our world-class customer-care operation that's conveniently accessible to you via

Personal Relationships

- Account management—sales, care, and support teams trained to work with organizations like yours
- Stewardship—a process in which we periodically review your wireless accounts and recommend strategies to maximize your benefits

Technical Specialists

- Technical Support—available 24x7 to help you with your wireless voice and data services
- o Mobility application consultants—specialists who evaluate mobility applications

AT&T Premier Enterprise Portal

- Customizable, self-service site—available on the web 24x7 with secure access: https://www.wireless.att.com/business/
- Online account management tools—make billing, reporting, and ordering fast and easy
- Customer support—includes Click-to-Chat, help topics and tutorials, and phone

Solution Pricing

Note: MRC = monthly recurring charge and NRC = non-recurring charge

Pricing for AT&T Business Block of Time SM II is based on the following term: 36 months

			Ne	et Rate
Plan (BOT II or III)	Monthly Minutes	Term	MRC	Overblock Rate per minute
BOT II	250	1	\$15	\$0.060
BOT III	700	1	\$29	\$0.045
BOT III	700	2	\$27	\$0.043





Pricing for Managed Internet Service (MIS) is based on the following term: 36 months

		\$265.00	
	Port after	for Each	Total Per
Speed	discount	T1	Мо
	\$	\$	\$
1.5M	59.40	265.00	324.40
	\$	\$	\$
3M	240.45	530.00	770.45
	\$	\$	\$
4.5M	292.95	795.00	1,087.95
	\$	\$	\$
6M	324.45	1,060.00	1,384.45
	\$	\$	\$
7.5M	495.60	1,325.00	1,820.60
	\$	\$	\$
9M	544.95	1,590.00	2,134.95
	\$	\$	\$
10.5M	586.95	1,855.00	2,441.95
	\$	\$	\$
12M	644.70	2,120.00	2,764.70
	1.5M 3M 4.5M 6M 7.5M 9M 10.5M	Speed discount \$ 1.5M 59.40 \$ 3M 240.45 \$ 4.5M 292.95 \$ 6M 324.45 \$ 7.5M 495.60 \$ 9M 544.95 \$ 10.5M 586.95 \$	Speed discount T1 \$ \$ 1.5M 59.40 265.00 \$ \$ 3M 240.45 530.00 \$ \$ 4.5M 292.95 795.00 \$ \$ 6M 324.45 1,060.00 \$ \$ 7.5M 495.60 1,325.00 \$ \$ 9M 544.95 1,590.00 \$ \$ 10.5M 586.95 1,855.00 \$ \$

Pricing for AT&T Business Local Calling is based on the following term: coterminus with existing state contract

Pricing for local lines in your area Zone 2 on the State of Oklahoma Plan are: Lines \$20.61 each monthly





Pricing for Wireless services is based on the following term: co-terminus with existing state contract

Government	Pool	Plans				
Included Minutes	100	200	300	400	500	600
List Price	\$30.00	\$34.00	\$39.00	\$44.00	\$49.99	\$53.00
Modifier	\$0.00	\$0.00	\$7.00	\$4.52	\$0.00	\$3.86
Discount	25%	25%	25%	25%	25%	25%
Net Price	\$22.50	\$25.50	\$24.00	\$29.61	\$37.49	\$36.86
Overage Rate	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Mobile-To-Mobile	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
N & W/E	5,000	5,000	5,000	5,000	Unlimited	Unlimited

Included Minutes	700	800	900	1000	6000
List Price	\$57.00	\$61.00	\$65.00	\$70.00	\$205.00
Modifier	\$0.00	\$0.00	\$0.00	\$3.86	\$0.00
Discount	25%	25%	25%	25%	25%
Net Price	\$42.75	\$45.75	\$48.75	\$49.61	\$153.75
Overage Rate	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Mobile-To-Mobile	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
N & W/E	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited





Government Bundles (Voice/Data/Text)						
Included Minutes	300	400	600	1,000		
List Price	\$104.00	\$109.00	\$118.00	\$135.00		
Modifier	\$39.00	\$42.85	\$36.09	\$37.49		
Discount	25%	25%	25%	25%		
Net Price	\$48.75	\$49.61	\$61.43	\$73.13		
Overage Rate	\$0.25	\$0.25	\$0.25	\$0.25		
Wi-Fi Hotspots	Included	Included	Included	Included		
Tethering	Not included	Not included	Not included	Not included		
Mobile-To-Mobile	Unlimited	Unlimited	Unlimited	Unlimited		
N & W/E	5,000	5,000	Unlimited	Unlimited		

DataConnect Plans For Wireless Modems, Aircards, and Telemetry Devices						
Included Minutes 5 GB Plan Pooled Pooled Flat Pooled Device						
List Price	\$60.00	\$23.00	\$44.00	\$69.99		
Modifier	\$12.51	\$0.00	\$0.00	\$19.33		
Discount	25%	25%	25%	25%		
Net Price	\$35.62	\$17.25	\$33.00	\$38.00		
Overage Rate	\$10.00/GB	\$1.99/MB	\$0.00097/K B	N/A		





November 5, 2013

Thackerville Indep. School District 4 Mr. Chris Webber PO Box 77 Thackerville, OK 73459

RE: Form 470 Service Request 237940001161390

Dear Mr. Webber

Please find the Chickasaw Long Distance Company response to your Schools and Libraries Universal Service Form 470 Application for service.

Chickasaw Long Distance Company is responding to your request for providing high speed Ethernet Broadband Internet Service for your district. We can terminate our services via a direct fiber termination to your required demarc location. Please see our attached price quote.

We appreciate this opportunity to respond to your telecommunication service requirements. If you have any questions please call me on 580-622-2170.

Sincerely

Eric Johnson E-RATE Manager

Attachment(s)

C: CRW Consulting c/o Mr. Chris Webber PO Box 701713 Tulsa, OK 74170-1713

Proposed Dedicated Ethernet Internet Circuit*

Optional Monthly Rates:

10Mbps	\$1,250.00
20Mbps	\$1,400.00
50Mbps	\$2,025.00
100Mbps	\$2,750.00

Benefits:

- 1. Oklahoma owned and operated, with offices in Sulphur, Lone Grove, Stillwater, Oklahoma City, Tulsa, Ardmore, and Lawton
- 2. Service is delivered by a state of the art fiber optic network
- 3. Unlimited Facility/Staff Email accounts (Existing Email account addresses do NOT change!)
- 4. All email scanned for viruses
- 5. Domain Name Hosting, Web Page Hosting
- 6. Seamless/effortless integration from current ISP (Onenet, Cox, AT&T, or other)
- 7. 24X7X365 Network access and troubleshooting and/or reporting
- 8. Oklahoma Public School references available upon request Unlimited E-mail accounts to serve internal needs
- 9. Assistance in moving existing circuits, Guaranteed Throughput

*Pricing stated above is for the full bandwidth provided via one dedicated Ethernet fiber connection to the school.



Meet Point Networks, LLC

P.O. Box 339 Bixby, OK 74008 www.meetpointnetworks.com

11/26/2013

Thackerville Post Office Box 377 Thackerville, OK 73459

To whom it may concern,

In the following pages you will find a proposal for services prepared by Meet Point Networks, LLC for Thackerville. The proposal is in response to the district's posted ERate form 470. The proposal is for a Internet Access circuit.

Page 1: Proposal of Services
Pages 2 - 4: Pre-signed Service Agreement

We hope that you will take the time to consider our proposal. If the district finds the quote acceptable please sign and return (fax or email).

Please do not hesitate to contact us with any and all questions.

Mike Pennell President mpennell@meetpointnetworks.com Pnone: 918-633-6896

Fax: 918-512-4400





Voice 918-633-6896 - Fax 918-512-4400 - Web www.meetpointnetworks.com

SPIN# 143035519

Customer Service Proposal

Proposal Date: November 26, 2013

Proposal # 177

Customer Information

Thackerville

Post Office Box 377 Thackerville OK 73459 Meet Point Networks Rep

Summary of Proposed Services: 9, 20, 50, 70, 100 Mb Internet Access Circuit Quotes- Including Internet maintenance provided by NewNet 66.

**Any estimates, in this proposal, based on funding from the Oklahoma Universal Service Fund are subject to application and approval by the Oklahoma Corporation Commission and any difference in actual OUSF funding and the monthly recurring charges shall be the responsibility of the customer.

Proposed Services and Terms **Taxes and Fees not Included

	Servic	e Description	Туре	Qty	Term	Monthly	Annual	One Time
1	100 Mb	Internet Bandwidth	New	1	60	\$6,117.50	\$73,410.00	
2	20 Mb	Internet Bandwidth	New	1	60	\$4,237.50	\$50,850.00	\$500.00
3	50 Mb	Internet Bandwidth	New	1	60	\$5,167.50	\$62,010.00	
4	70 Mb	Internet Bandwidth	New	1	60	\$5,597.50	\$67,170.00	
5	9 Mb	Internet Bandwidth	New	1	60	\$3,125.50	\$37,506.00	\$500.00

Internet Maintenance is provided by NewNet 66 and is included in the pricing above.

Internet Maintenance includes:

24 x 7 Internet Access Troubleshooting & Repair

On site visits to restore Internet Access, if necessary

Unlimited Email / 5Gb Web Hosting

For more information please visit NewNet 66's description of services overview at www.newnet66.org





Voice 918-633-6896 - Fax 918-512-4400 - Web www.meetpointnetworks.com

Meet Point Networks Service Agreement							
11/26/2013						143035519	
Thackerville Post Office Box 377 Thackerville OK 73459 Proposed Services: Please select desired service by checking a box below.							
ce Description	Туре	Qty	Term	Monthly	Annual	One Time	
Internet Bandwidth	New	1	60	\$3,125.50	\$37,506.00	\$500.00	
Internet Bandwidth	New	1	60	\$4,237.50	\$50,850.00	\$500.00	
Internet Bandwidth	New	1	60	\$5,167.50	\$62,010.00		
Internet Bandwidth	New	1	60	\$5,597.50	\$67,170.00		
Internet Bandwidth	New	1	60	\$6,117.50	\$73,410.00		
	rville The Box 377 Tille OK 73459 Discrete Services: Please selection The Service Description The Service Bandwidth	Type Internet Bandwidth Internet	Type Qty Internet Bandwidth	11/26/2013 rville ce Box 377 ille OK 73459 Description Internet Bandwidth New 1 60 Internet Bandwidth New 1 60	11/26/2013 Trille The Box 377 Tille OK 73459 Discreption Type Qty Term Monthly Internet Bandwidth New 1 60 \$3,125.50 Internet Bandwidth New 1 60 \$4,237.50 Internet Bandwidth New 1 60 \$5,167.50 Internet Bandwidth New 1 60 \$5,597.50	11/26/2013 SPIN# Tville Te Box 377 Tille OK 73459 Description Type Qty Term Monthly Annual Internet Bandwidth New 1 60 \$3,125.50 \$37,506.00 Internet Bandwidth New 1 60 \$4,237.50 \$50,850.00 Internet Bandwidth New 1 60 \$5,167.50 \$62,010.00 Internet Bandwidth New 1 60 \$5,597.50 \$67,170.00	

By signing this Service Agreement, you represent that you are the authorized Customer representative and the above information is true and correct and you accept this Agreement. Both parties agree that each party may use electronic signatures to sign this Service Agreement.

Meet Point Networks may withdraw the proposal at any time prior to Customer signature. If within (30) days after Customer signature, Meet Point Networks determines that customer location is not serviceable under Meet Point Networks normal installation guidelines, Meet Point Networks may withdraw this Service Agreement without liability.

Customer Authorized Signature	Meet Point Network	Meet Point Networks Authorized Signature			
	Mike Peni	nell			
Signature	Signature				
	Mike Pennell				
Print	Print				
	President	11/26/2013			
Title or Position Da	te Title or Position	Date			

Meet Point Networks, LLC P.O. Box 339 Bixby, OK 74008



Voice 918-633-6896 - Fax 918-512-4400 - Web www.meetpointnetworks.com

Terms and Conditions

OUSF - Any estimates in this bid based on funding from the Oklahoma Universal Service Fund are subject to application and approval by the Oklahoma Corporation Commission and any difference in actual OUSF funding and the monthly recurring charges shall be the responsibility of the customer.

E-Rate Customers - During the term of this contract, the applicant may choose any of the above service levels and upgrade to those levels upon written notice to Meet Point Networks. Meet Point Networks will determine the turn up time after the customer initiates the process.

The pricing is based upon a 60 month term. This contract represents a 12 month term with the option to renew four consecutive 12 month terms.

- **1. Tariffs/Service Guide** If Customer is purchasing any Services that are regulated by the FCC or any state regulatory body ("Regulated Services"), then Customer's use of such Regulated Services is subject to the regulations of the FCC and the regulatory body of the state in which the Customer location receiving these Regulated Services is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with state and federal regulatory authorities. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.
- 2. Service Start Date and Term This Agreement shall be effective upon execution by the parties. The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page; provided that if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Meet Point Networks may begin billing for Services on the date Services would have been installed. Meet Point Networks shall use reasonable efforts to make the Services available by the requested service date. Meet Point Networks shall not be liable for damages resulting from delays in meeting service dates due to construction delays or reasons beyond its control. If Customer delays installation for a period of three (3) months or longer after the parties' execution of this Agreement, Meet Point Networks reserves the right to terminate this Agreement immediately at any time thereafter and Customer shall be responsible for the full amount of construction costs and any other related costs incurred by Meet Point Networks as of the date of termination. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Meet Point Networks reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.
- **3. Termination** Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Meet Point Networks), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay a termination fee equal to the nonrecurring charges (if unpaid) and 100% of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If Meet Point Networks is delivering Services via wireless network facilities and there is signal interference with any such Service(s), Meet Point Networks may terminate this Agreement without liability if Meet Point Networks cannot resolve the interference by using commercially reasonable efforts.
- **4. Payment** Customer shall pay for all monthly Service charges, plus one- time activation and set up, and/or construction charges. Unless stated otherwise herein, monthly charges for Services shall begin upon installation of Service, and installation charges, if any, shall be due upon completion of installation. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. Customer acknowledges and agrees that if Customer fails to pay any amounts when due and fails to cure





Voice 918-633-6896 - Fax 918-512-4400 - Web www.meetpointnetworks.com

such non-payment upon receipt of written notice of non-payment from Meet Point Networks, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described in Section 5, above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, bypass or other local, state and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

- 5. Service and Installation Meet Point Networks shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Meet Point Networks (the "Meet Point Networks Equipment"), or for certain Services, Customer, may purchase equipment from Meet Point Networks ("Customer Purchased Equipment"). Customer is responsible for damage to any facilities or equipment installed or provided by Meet Point Networks (the "Meet Point Networks Equipment"). Customer may use the Services for any lawful purpose, provided that such purpose (a) does not interfere or impair the Meet Point Networks network or Meet Point Networks Equipment and (b) complies with the AUP. Customer shall use the Meet Point Networks Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of the related equipment purchase agreement. Unless provided otherwise herein, Meet Point Networks shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Contract is subject to availability of facilities and construction charges.
- **6. General Terms** The General Terms are hereby incorporated into this Agreement by reference. Meet Point Networks, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Meet Point Networks publishing such changes on the Meet Point Networks web site. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.
- 7. LIMITATION OF LIABILITY MEET POINT NETWORKS AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL MEET POINT NETWORKS OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. MEET POINT NETWORKS SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF MEET POINT NETWORKS. UNDER NO CIRCUMSTANCES WILL MEET POINT NETWORKS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.
- **8. WARRANTIES** EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND MEET POINT NETWORKS DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET SPEEDS WILL VARY. MEET POINT NETWORKS MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.
- **9. Public Performance.** If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Meet Point Networks, shall be responsible for obtaining any public performing licenses at Customer's expense.



SPIN 143015254 FCC RN 001199307 MTM – INTERNET ACCESS (Month to Month service -- no contract needed)

THACKERVILLE SCHOOL DISTRICT 4

Proposal Contingent upon E-Rate Funding

Internet Access Service	Monthly\$	Annual\$
20mb	\$1,662	\$19,824
50mb	\$2,155	\$25,860
100mb	\$3,110	\$37,320

OneNet Internet service provides the connection from your location to our hub site. As part of our standard package OneNet Internet service customers receive: unlimited email services, web hosting, Quality of Service, DNS, unlimited video conferencing and related technical support. There is no reduction in cost if customer does not utilize any component of the standard package.

Customer Provided Router

(888) 566-3638

- 20-100mb will require router with 2 Fast Ethernet Interfaces; one interface for internet connection and one for LAN Options
- OneNet Provided Router (ERate Priority One On-Premise Equipment)
 \$89 per month for Juniper SRX220. The router shall remain the property of OneNet, therefore OneNet reserves the right to use for other customers. Maintenance of router will be OneNet's responsibility. Customer's local network will not be dependent on the OneNet provided router. (Not Oklahoma Universal Service Fund eligible, customer will pay their percentage after ERate discount.)
 - Content Filtering pricing is available upon request. (Not ERate eligible service)

Proposed By:	Accepted By:	
In Ragnas		
Ami Layman		
	Authorized Signature	Date
Assistant Director of Administration		
OneNet		
PO Box 108800		
Oklahoma City, OK 73101-8800		

If you select OneNet as your provider, please sign and date this with your allowable contract date based on your 470 posting. THIS IS FOR YOUR ERATE RECORDS and Item 21 Attachment.

Please contact OneNet when you are ready to order services.



www.SKYBEAM.COM

SKYBEAM SALES

Contact: Bill Shea

email: wshea@corp.skybeam.com

Phone: 817-751-7918 (office) 817-201-6351 (cell)

Account Name: Thackerville School District 4

Contact Name: Chris Webber Contact Number: (918) 445-0048

Contact email: year17@crwconsulting.com

Monthly Rate

10X10	\$450.00
20X20	\$500.00
30X30	\$750.00
40X40	\$1,350.00
50X50	\$1,500.00
80X80	\$1,800.00
100X100	\$2,100.00

SPIN # 143031743



RFP ID: 237940001161390 RFP Posted - November 06, 2013 Bid Closing - December 04, 2013

WINDSTREAM COMMUNICTIONS SPIN # 143030766 December 04, 2013

PROPOSAL PREPARED BY: Craig L. DeYoung 405-228-2540 Will Powell 405-228-2537





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- Windstream Service Level Agreement
- Windstream Vendor Responsibility & Installation Expectations





Introduction to Windstream Communications

Executive Summary

Windstream is one of the country's largest communications companies, connecting millions of people and businesses, every hour of every day. We are a next-generation telecommunications provider, offering a broad array of advanced business technology solutions that deliver proven results and value.

Windstream is an S&P 500 company with more than \$6 billion in annual revenues. Our 14,000 employees in 44 states and the District of Columbia are dedicated to delivering the services that help you solve your business challenges. Working together, we provide:

- More than 100,000 miles of fiber;
- Full line of voice services, including digital T-1 trunks, VoIP, SIP trunking and more;
- MPLS networking solutions, including virtual LAN services and private MPLS;
- Alliances with industry-leading vendors such as Mitel, Cisco, Avaya, VMware & others;
- Four Network Operations Centers (NOCs), located throughout the United States;
- 13 secure data centers in the U.S., including SAS-70, Type II certification;
- More than three dozen colocation centers:
- US-based customer and technical support;
- A full spectrum of cloud-based hosting services, including Infrastructure as a Service (laaS), with public, private or hybrid options;
- Managed information security;
- Managed data protection, including disaster recovery options; and more.
- Dedicated GSS Department focusing on E Rate and Government Bids.

Windstream combines next-generation products and industry-leading technology with our focus on individual needs, delivering a solution that meets your specific business requirements. Throughout it all, there is one constant: our commitment to you will never change. We thank you for the opportunity to tell you more about our services, and how they can help your business grow.

Sincerely,

Windstream Communications





USAC ADDENDUM TO CUSTOMER SERVICE AGREEMENT

Custom and am	This Addendum is entered between the Windstream legal entit(ies) providing the Services to the Customer as identified on the Customer's bill ("Windstream") and("Customer"), and amends Customer Service Agreement ("CSA") entered between Windstream and Customer ("Parties").						
Becaus	Because the Customer is a USAC applicant, the CSA is amended as follows:						
1)	A new Section 22, Funding Decision, is added:						
	Company recognizes that Customer's ability to satisfy its obligations under this Agreement is dependent upon the receipt of funding from USAC, and the Parties have agreed to enter into this Agreement prior to receiving a funding decision. If Customer desires for Company to proceed with construction prior to receipt of a funding decision, Customer must indicate its request below. Absent an affirmative response from Customer, Company will not start construction until after Customer and Company receive a funding decision. Customer understands and agrees that if it chooses to have Company proceed with construction prior to receipt of a funding decision, and Customer does not receive funding, Customer shall be subject to the full termination liability as described in Section 14 of the Agreement in the event it terminates this Agreement.						
	Customer requests that Company proceed vectorionYES orNO	vith construction prior to receipt of a funding					
	SA noted above and this Addendum constitutes t nflict between this Addendum and the CSA, this A	he Parties' entire agreement. To the extent there ddendum controls.					
constitu		erparts, and all counterparts so executed shall and each executed counterpart shall be deemed alid and binding for all purposes.					
	Windstream and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.						
Hand-v	written modifications to this Addendum are not bin	ding on either Windstream or Customer.					
Custor	mer	Windstream					
Ву:		Ву:					
Name:	·						

Title:

Title:





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Customer Information					
Customer Name	THACKERVILLE SCHOOLS	EAN		4477541	
Install Street Address	18943 HIGHWAY 77	City, State, Zip		THACKERVILLE, Oklahoma 73459-0000	
Main Telephone Number	(580)276-3610	Market		OOF	
Contact Name	Chris Webber	Proposal ID		2323532	
Account Representative	Christopher Osborne	Propo	sal Type	New	
Dealer Name		Term		3 Years	
Effective Date	04 Dec 2013				
Bundled Services		Total Qty	Price/Uni	t Total Price	Adjusted Price

Off Net NNI Transport - Custom		1		(200	100
MPLS VPN Bandwidth		100 Mbps	77.T.		
Total Services				\$2,631.20	\$2,028.20
Features	Included	Total Qty	Price/Unit	Total Price	Adjusted Price
WIN Network Portal	1	1		\$.00	\$.00
Bandwidth Data Features					
Data Equipment Maintenance		1		\$10.95	\$10.95
Block of 8 IPs		1		\$8.00	\$8.00
Total Features					\$18.95

Miscellaneous		Total Qty	Price/Unit	Total Price	Adjusted Price
Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price	Adjusted Price
Total Other Charges (Non-Recurring)					\$.00

Total Solution	Total Price	Adjusted Price
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Total Monthly Recurring Charges

\$2,047.15

In the event Customer makes changes to its services during the initial term of agreement, Customer is responsible for maintaining a Minimum Monthly Commitment of 85% of the Total Monthly Recurring Charges.

Minimum Monthly Commitment

\$1,740.08

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to the Windstream Service Terms and Conditions.

Authorized Customer Initial____



Bundled Services

Dedicated Internet

Total Qtv Price/Unit Total Price Adjusted Price

	T Y/L-TJ:		
Customer Information		A COLUMN TO A	Name of the State
Customer Name	THACKERVILLE SCHOOLS	EAN	4477541
Install Street Address	18943 HIGHWAY 77	City, State, Zip	THACKERVILLE, Oklahoma , 73459-0000
Main Telephone Number	(580)276-3610	Market	OOF
Contact Name	Chris Webber	Proposal ID	2323526
Account Representative	Christopher Osborne	Proposal Type	New
Dealer Name		Term	3 Years
Effective Date	04 Dec 2013		

		rotar dry	THOCAGINE	TOTAL FILE	Adjusted i lice
Off Net NNI Transport - Custom		1			
MPLS VPN Bandwidth		50 Mbps		11.77 t	8553
Total Services				\$1,739.20	\$1,433.20
Features	Included	Total Qty	Price/Unit	Total Price	Adjusted Price
WIN Network Portal	1	1		\$.00	\$.00
Bandwidth Data Features					
Data Equipment Maintenance		1		\$10.95	\$10.95
Block of 8 IPs		1		\$8.00	\$8.00
Total Features					\$18.95

Miscellaneous		Total Qty	Price/Unit	Total Price	Adjusted Price
Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price	Adjusted Price
Total Other Charges (Non-Recurring)					\$.00

Total Solution Total Price Adjusted Pri	Total Solution	Total Price	Adjusted Price
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Total Monthly Recurring Charges

\$1,452.15

In the event Customer makes changes to its services during the initial term of agreement, Customer is responsible for maintaining a Minimum Monthly Commitment of 85% of the Total Monthly Recurring Charges.

Minimum Monthly Commitment

\$1,234,33

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to the Windstream Service Terms and Conditions.

Authorized Customer Initial____



WINDSTREAM SERVICE TERMS AND CONDITIONS

These terms and conditions apply to the provision of all telecommunications and related services ("Services") by Windstream¹ ("Windstream") to Customer under the proposal to which these terms and conditions are a part. These terms and conditions and Customer's proposal/sales order, and any service specific schedules form the agreement ("Agreement"). The Services will be offered in each area to the Customer by the Windstream affiliated entity authorized to provide the Services in the applicable jurisdiction.

- 1. Term and Renewal. This Agreement is effective on the date identified on the proposal ("Effective Date") and will continue for the term set forth in the proposal from the date that Services are installed until either terminated pursuant to the provisions below or replaced with a new agreement (the "Term"). Upon expiration of the Term, this Agreement will automatically renew for successive one-year terms. (each, a "Renewal Term") until terminated or cancelled pursuant to its terms. In the event a Customer provides written notice of its intent not to renew but does not terminate Services hereunder, Windstream shall have the option of continuing to provide such Services on a month-to-month basis, priced at Windstream's then current monthly rates.
- 2. Charges for Services; Billing and Payment. Customer is responsible for paying all charges that apply to the Services ordered on a proposal or used on a per-use basis by Customer, including items such as features, installation, labor, repair, long distance, and directory or operator assistance as specified on the proposal or set forth in Windstream's Price Lists or Tariffs. Customer is responsible for taxes, surcharges, fees, and assessments that apply to the sale and use of Services, including how those may change in the future and regardless of whether such charges are identified in the Agreement. Windstream will bill Customer monthly for the Service, and all bills are due and payable upon receipt. Payment will be considered late if not paid within thirty (30) days from the date of invoice. All amounts payable by Customer shall be made without setoff or counterclaim and without deduction. Billing at a location will begin upon the earlier of (i) the installation date (which may be the date administrative access to certain software-based Services is granted to Customer); or (ii) thirty (30) days after delivery of the applicable facility and/or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent); however, Windstream may choose to bill in full monthly increments with no proration for partial service periods when Service either starts or ends in the middle of a billing cycle. In certain service areas, paper bills are available only upon request and for a monthly charge and billing for usage will round up to the next cent. If Customer authorizes payment by credit or debit card, then Windstream will not obtain further consent or provide additional notice before invoicing the credit or debit card for all amounts due and owing. . WINDSTREAM RESERVES THE RIGHT TO INCREASE OR DECREASE MONTHLY RECURRING CHARGES ("MRCS") ON AT LEAST THIRTY (30) DAYS' NOTICE AND OTHER RATES AT ANY TIME.
- 3. Service Outage Credits. For Windstream's business-grade local and long distance voice telecommunications services, T1 and higher facility network Internet access and private networking services, Customer will receive a credit of 1/30th of the MRC for that month for each day that Customer has a Service Outage, defined below. Only the Service affected by the Service Outage will be eligible for a credit. Credit is based upon the length of time Customer is without Service. Credits in any single month cannot exceed the MRCs for Service that was affected by a Service Outage in that month. For purposes of this Agreement, a "Service Outage" is defined as the complete inability to: (i) make or receive calls; (ii) access the Internet for the purpose of sending or receiving Internet traffic; or (iii) send or receive data across a Windstream supported private network. In the event Customer rents equipment from Windstream, such equipment shall not be considered "Services" for purposes of service credits under this Agreement.
- 4. Disputes. To dispute a bill, Customer must do so in good faith and deliver to Windstream in writing the specific basis for such dispute within sixty (60) days after the date on the bill. If Customer does not follow this dispute process, the dispute shall be deemed waived.
- 5. Partial Payments; Late Payments. Windstream may accept any payments Customer marks as being "payment in full" or as being settlement of any dispute without waiving any rights Windstream has to either collect the full payments from Customer. Customer is responsible for paying all costs and fees Windstream incurs as a result of collecting Customer's unpaid charges. If Windstream does not receive full payment when due or does not receive payment in immediately available funds, Windstream will add a late payment fee to the amounts owed and will calculate such fee as the total owed times interest at the maximum rate allowable by law.
- 6. Credits and Deposits. Customer authorizes Windstream to ask credit-reporting agencies for Customer's credit information. Windstream may require Customer to submit an initial security deposit and/or advance payment and an additional deposit and/or advance payment if Customer increases Services or Customer's credit rating changes. The deposit will be refunded if satisfactory credit has been established or upon termination of this Agreement for any reason, except that Windstream at its discretion may apply the deposit to any amount due and unpaid by Customer.
- 7. Services Location; Moves. Customer is responsible for providing an environment that is suitable for the Services, including equipment that is compatible with Windstream's network. Customer shall provide Windstream with the correct address to obtain Services, because Windstream relies on such information to determine which taxes, fees, surcharges and assessments apply to the Services. If Customer does not provide a valid address, Customer will be responsible for any resulting taxes, fees, surcharges, assessments and penalties related thereto. Customer will notify Windstream if Customer's address changes, in which case Windstream may either (a) terminate the affected Services, or (b) allow Customer to provide sixty (60) days' advance notice to Windstream to move Services to a new location and pay any applicable installation charges. Customer will enter into a new agreement for such new location, or Windstream will apply the liquidated damages set forth in Section 15 for the terminated location. Charges, including reasonable administrative costs and fees incurred by Windstream may apply as a result of Customer's move, in addition to a change in MRCs.

¹Windstream is defined for purposes of this Agreement to mean Windstream Communications, Inc. or such authorized Windstream affiliated entity providing Services to Customer as identified on Customer's bill.



- 8. Windstream-Provided and Owned Equipment. Any equipment installed by Windstream on Customer's premises that is not the subject of a sale to Customer (such as the CSU/DSU, interface cards, Channel Bank and routers, if applicable) shall remain at all times the property of Windstream. Equipment shall remain in good condition, less normal wear and tear. Windstream shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse Windstream for the cost of any necessary repairs. Customer shall provide Windstream reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If Windstream does not have access to Customer's premises within thirty (30) days after Customer terminates this Agreement, or if Windstream requests Customer return the equipment and Customer does not return the equipment to Windstream within thirty (30) days of termination, Customer shall reimburse Windstream for the full purchase price of the equipment as well as any attomey's fees and costs. Customer shall pack and ship the equipment in such a way so as to limit and/or avoid damage to the equipment. In the event the equipment is damaged in shipping, Customer shall be responsible for the cost to replace the equipment.
- 9. Disconnection of Current Provider; Special Construction; Third Party Charges. Customer is solely responsible for disconnecting Services with its current service provider. Windstream is not responsible for any charges assessed against Customer by such provider. Customer shall pay all charges if Windstream or a third party provider is required to extend the demarcation point or undertake special construction for Customer. Unless Windstream specifically agrees in writing to undertake equipment installation and maintenance work, Customer is responsible for all charges assessed by its phone system vendor and other third parties in connection with the installation of the Services and Windstream shall have no responsibility for maintenance or repair of same.
- 10. Third Party Software . As part of the Services, Customer may be allowed to use certain software and related documentation developed and owned by Windstream's third-party software licensors (collectively, the "Software"). This Software is neither sold nor distributed to Customer and Customer may use it solely as part of the Services and for no other purpose. Customer may not and agrees not to: (i) transfer such Software outside the Services or to any other person or entity; (ii) make copies of the Software, either through a virtual snapshot of the server containing the Software or otherwise; or (iii) transfer the Software outside of Windstream's infrastructure and/or premises. Further, Customer agrees to provide Windstream with evidence that its use of the Software is in compliance with the Agreement and/or third-party software licensor's terms from time to time during the Term as requested by Windstream. If Customer fails to provide such evidence when requested, or is otherwise not in compliance with the Agreement and/or third-party software licensor's terms, Windstream may, at its sole option suspend or terminate the Services that include the Software. For the avoidance of doubt, Windstream's Software licensors are not responsible for providing any support in connection with the Services or the Software.
- 11. Google. IF CUSTOMER SUBSCRIBES TO GOOGLE SERVICES THROUGH WINDSTREAM, CUSTOMER WILL BE REQUIRED TO COMPLETE A CLICK-THROUGH AGREEMENT FOR THE GOOGLE LICENSE POSTED AT http://www.windstream.com/legal/Google_Apps_Premier_Edition_License.pdf PRIOR TO USING THE RELEVANT SERVICES. Windstream may cancel Google Services at any time on thirty (30) days' notice and, at Windstream's option, may either terminate such Google Services altogether or move Customer to a similar platform. In the event that Windstream or Customer terminates the Google Services or downgrades or cancels Google Services, Customer is solely responsible for downloading all of its information to its computer within thirty (30) days.
- 12. Government Funding Customer must notify Windstream of all restrictions, requirements and reporting obligations to which Windstream could become subject pursuant to any government program before Windstream provisions Services to Customer. Customer will not use such funds, including stimulus funds, grants or loans, in whole or in part, to support its performance under this Agreement without Windstream's prior written consent regarding any specifically applicable terms. If Customer fails to provide such prior written notice to Windstream of government funding or if Windstream does not consent to the use of such funding, then Windstream has the right, in its sole discretion, to reject any order or terminate this Agreement and/or any applicable Services, without liability or obligation to Windstream. If Customer requests government funds for payment of Services under this Agreement and such funding request is denied, Customer shall remain responsible for one-hundred percent (100%) of the cost of Services.
- 13. Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution. THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE WEB-POSTED PRICE LISTS OR TERMS AND CONDITIONS (EITHER "PRICE LISTS") POSTED AT http://windstream.com/documents/detariffedservices.pdf; (III) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT http://www2.windstream.net/customersupport/usersguide/accept/accept.html AND THE "PRIVACY POLICY" POSTED AT http://www.windstream.com/privacy.aspx; AND (IV) IF CUSTOMER IS OBTAINING CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), CUSTOMER WILL BE REQUIRED TO CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES (CLICK-THROUGHS) PRIOR TO ACCESSING SUCH SERVICE, WHICH SHALL BE DEEMED PART OF THIS AGREEMENT. This Agreement, the documents incorporated by reference and any addendums entered between the parties constitute the parties' entire Agreement. This Agreement may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any Windstream employee or agent. In the event of any conflict between the provisions of this Agreement and any of the documents incorporated by reference, the provisions of the Google License shall control for Google Services, followed by the Tariffs and Price Lists or Value-Added Services click-through agreements for applicable Services, this Agreement and then the Acceptable Use and Privacy policies. This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. Windstream also may execute this Agreement via a verifiable electronic signature.employee or agent. In the event of any conflict between the provisions of this Agreement and any of the documents incorporated by reference, the provisions of the Google License shall control for Google Services, followed by the Tariffs and Price Lists or Value-Added Services click-through agreements for applicable Services, this Agreement and then the Acceptable Use and Privacy policies. This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. Windstream also may execute this Agreement via a verifiable electronic signature.



14. Termination. Either party may terminate this Agreement by providing at least thirty (30) days' notice prior to the end of the initial Term or a Renewal Term, or if the other party is in breach of any material provision of this Agreement and such other party fails to cure within thirty (30) days after written notice. Notwithstanding, unless prohibited by law, in the event of nonpayment, the breaching party shall have ten (10) days to cure after written notice. Customer's right to terminate for cause is limited to termination of the affected Services at the affected location only. In the event Customer rents equipment from Windstream and Customer terminates network Services pursuant to this section, Customer shall remain obligated to fulfill the remainder of the applicable equipment schedule term. Windstream may limit, interrupt or terminate Services immediately if: (a) after any required notice, Customer has not paid for Services; or (b) Customer uses the Services in an adverse manner that affects Windstream's network or other customers; or (c) Customer or others have used the Services fraudulently or unlawfully while on Customer's premises or while the Services are under Customer's control; or (d) Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or (e) Customer resells any Services or uses the Services to aggregate other persons' traffic; or (f) Customer uses the Services for its own end users and/or customers as a telecommunications provider or any other kind of provider. In addition to the termination rights of Windstream set forth above, if Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services (including, but not limited to, circumstances in which Windstream is receiving traffic from Customer that originates from a location other than the local calling area associated with the customer's service location, when ten percent (10%) or more of Customer's calls are six (6) seconds or less, and/or when more than forty percent (40%) of call attempts are uncompleted per trunk group and DS0/DS0 equivalent), Windstream may: (v) charge long-distance charges for such traffic and any additional charges necessary to recoup its administrative costs and any charges from other carriers; (w) charge an additional price per minute in Windstream's discretion for each call that violates this provision; (x) restrict or cancel use or convert customer to another plan; (y) require customer to pay for the excessive use immediately and make a deposit; and/or (z) void any applicable price guarantee. Windstream may restore service if customer corrects the violation and pays all outstanding amounts owed, including restoration charges. For Ethernet Internet Access services and MPLS - Virtual Private Network/Virtual LAN Services, Windstream shall verify the availability of facilities, and in the event that Windstream determines in its sole discretion that facilities are not economically or technically feasible. Windstream has the right to terminate this Agreement without liability.

15. Effect of Termination.

a. <u>Pre-Installation</u>- - If Customer terminates this Agreement after the Effective Date but prior to the installation of Service(s), Customer will pay Windstream a Pre-Installation Cancellation Charge ("Cancellation Charge") equal to three (3) months of MRCs except that if Windstream's costs to other providers are greater than this amount, Customer shall also reimburse Windstream for such costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by Windstream to prepare for installation. The Cancellation Charge set forth in this Section 15(a) is in lieu of the charges set forth in 15(b) below for post-installation cancellations.

b. Post-Installation -- CUSTOMER UNDERSTANDS THAT ITS RATES ARE BASED UPON ITS COMMITMENT TO PURCHASE SERVICES FOR THE TERM OR RENEWAL TERM. AS SUCH, IF CUSTOMER TERMINATES THIS AGREEMENT OR ANY SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR CAUSE, OR AS A RESULT OF WINDSTREAM'S TERMINATION FOR CUSTOMER'S BREACH, CUSTOMER SHALL PAY TO WINDSTREAM AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE MRCS APPLICABLE TO THE TERMINATED SERVICES MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM ("LIQUIDATED DAMAGES"). CUSTOMER ACKNOWLEDGES THAT ACTUAL DAMAGES WOULD BE DIFFICULT TO DETERMINE AND SUCH LIQUIDATED DAMAGES REPRESENT A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES WHICH MAY BE INCURRED BY WINDSTREAM, INCLUDING BUT NOT LIMITED TO ACTUAL EXPENSES INCURRED BY WINDSTREAM TO INITIATE OR TERMINATE THE SERVICES, THIRD PARTY COSTS, USE OF LIMITED NETWORK RESOURCES, INSTALLATION CHARGES WAIVED AND ANY DISCOUNTS OR CREDITS GRANTED. If Customer's proposal includes Monthly Minimum Charges or Fees ("MMCs" or "MMFs") and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below the MMC or MMF for that location, Customer will pay the MMC or MMF every month in lieu of the Liquidated Damages set forth above. If Customer's proposal does not includes MMCs or MMFs and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below fifty percent (50%) of its original contracted rate for that location, Customer will pay fifty percent (50%) of the MRCs every month in lieu of the Liquidated Damages set forth above. Additionally, if Customer received a bundled rate for the disconnected Service(s), then Customer's charges may be adjusted by Windstream to the unbundled service rates.

16. Limitation of Liability. FOR PURPOSES OF THIS SECTION, AND THE FOLLOWING SECTIONS DESCRIBING INDEMNITY, DISCLAIMER OF WARRANTIES, AND EMERGENCY. CRITICAL LINES SECTIONS, "WINDSTREAM" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF WINDSTREAM RESELLS SERVICES.

A. WINDSTREAM'S LIABILITY FOR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT EXCEED THE LESSER OF: (I) CUSTOMER'S MRCS DURING THE PERIOD IN WHICH THE DAMAGE OCCURS, OR (II) CUSTOMER'S MRCS MULTIPLIED BY SIX (6). IF CUSTOMER'S SERVICE IS INTERRUPTED, WINDSTREAM'S LIABILITY WILL BE LIMITED TO A PRO-RATA CREDIT FOR THE PERIOD OF INTERRUPTION. CUSTOMER AGREES THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT WINDSTREAM'S LIABILITY AS PROVIDED HEREIN. UNDER NO CIRCUMSTANCES WILL WINDSTREAM BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY SERVICES, ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES OR FOR ANY DELAY OR FAILURE TO PERFORM UNDER THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO SERVICE INTERRUPTIONS) DUE TO CAUSES BEYOND WINDSTREAM'S REASONABLE CONTROL. WINDSTREAM IS NOT RESPONSIBLE OR LIABLE IF SERVICES ARE LOST, STOLEN OR MISUSED, EXCEPT WHEN DUE SOLELY TO WINDSTREAM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED FOR SUCH LOSS, MISUSE, OR THEFT OF SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER/WHEN WINDSTREAM NOTIFIES CUSTOMER OF INCREASED USAGE.



B. ENTRY ONTO WINDSTREAM'S PREMISES IS AT CUSTOMER'S OWN RISK, AND WINDSTREAM ASSUMES NO LIABILITY WHATSOEVER FOR ANY HARM ARISING FROM ANY CAUSE OTHER THAN WINDSTREAM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT RESULTING IN PERSONAL INJURY TO CUSTOMER DURING SUCH VISIT. WINDSTREAM IS NOT RESPONSIBLE IF EQUIPMENT IS LOST, STOLEN OR MISUSED, EXCEPT WHEN DUE SOLELY TO WINDSTREAM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CUSTOMER IS RESPONSIBLE FOR ALL LOSS INCURRED FOR MISUSE, MISHANDLING OR PROVISIONING OF CUSTOMER EQUIPMENT INCOMPATIBLE WITH THE SERVICES, CHANGES MADE TO THE SERVICES BY CUSTOMER OR A THIRD PARTY NOT AUTHORIZED TO MAKE CHANGES, OR BY WINDSTREAM AT THE DIRECTION OF CUSTOMER. IN NO EVENT SHALL WINDSTREAM BE RESPONSIBLE FOR ANY THIRD-PARTY EQUIPMENT, INCLUDING ANY DAMAGES THAT MAY ARISE AS A RESULT OF DEFECTS OR ISSUES RELATED TO THE THIRD-PARTY EQUIPMENT. TO THE EXTENT WINDSTREAM IS LIABLE FOR DAMAGE TO, OR LOSS OF, CUSTOMER EQUIPMENT, SUCH LIABILITY WILL BE LIMITED TO THE THEN-CURRENT BOOK VALUE OF THE DAMAGED EQUIPMENT. EACH PARTY IS RESPONSIBLE FOR INSURING THE EQUIPMENT AND PROPERTY IT OWNS WITH COVERAGE CONSISTENT WITH INDUSTRY STANDARDS.

- 17. Indemnity. EACH PARTY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, AND ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL THIRD-PARTY CLAIMS ARISING OUT OF THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT. FURTHER, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS WINDSTREAM FROM AND AGAINST ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH (I) ANY FAILURE BY CUSTOMER OR CUSTOMER'S END USERS TO COMPLY WITH WINDSTREAM'S ACCEPTABLE USE POLICY OR APPLICABLE LAW, OR (II) CLAIMS OF OWNERSHIP OR SUPERIOR RIGHTS TO CUSTOMER EQUIPMENT OR OTHER INTELLECTUAL PROPERTY BY A THIRD PARTY.
- 18. Force Majeure. Windstream shall be excused from, and shall have no liability, including service credits, with respect to, any delay or failure to perform hereunder caused by any event beyond its reasonable control, including but not limited to, (i) cable cuts or common carrier delays; (ii) actions, failures to act or delays by Customer or others authorized by the Customer to use the Service; (iii) failure of power, equipment, services or systems not provided by Windstream including but not limited to other providers' networks and interconnections to or from and connectivity with other Internet Service Providers' networks; (iv) Customer owned or leased equipment or facilities (i.e., Customer's PBX, Local Area Network (LAN); (v) during any period in which Windstream or its agents are not afforded access to the premises where access lines associated with the Services are terminated or the Customer elects not to release the Services for testing and/or repair and the Customer continues to use Services; (vi) maintenance (planned or emergency) or implementation of a Customer order that requires a Services interruption (Windstream reserves the right to schedule maintenance and upgrades to the network seven (7) days a week from 12a.m. to 6a.m. in the local time zone of the area being worked on without prior notice to Customer or upon reasonable advance notice outside these time frames); (vii) when a Service Outage has not been reported to Windstream or where there is a trouble reported, but no trouble found; and (viii) labor difficulties, governmental orders, civil commotion, acts of God and other circumstances beyond Windstream's reasonable control.
- 19. Disclaimer of Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, SERVICES, EQUIPMENT, AND THE DESIGNATED CUSTOMER AREA ON WINDSTREAM'S PREMISES, IF APPLICABLE, ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, ANY WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR ANY WARRANTY REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION OR DATA RESIDING ON OR PASSING THROUGH OR OVER THE NETWORK AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, BROADBAND SPEEDS, UNINTERRUPTED OR ERROR-FREE SERVICE, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS ARE NOT GUARANTEED. EXCEPT AS EXPRESSLY PROVIDED IN WINDSTREAM'S PRIVACY, CONFIDENTIAL INFORMATION OR DATA. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY WINDSTREAM'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.
- 20. Emergency. Critical Lines. CUSTOMER ACKNOWLEDGES THAT CERTAIN SERVICES MAY NOT PROVIDE ACCESS TO 911 OR TRANSMIT THE LOCATION OR EXTENSION IF CUSTOMER ATTEMPTS TO ACCESS 911 IN AN EMERGENCY. Examples include voice over Internet protocol ("VoIP"), Centrex, Allworx Reach™ Application ("Allworx Reach™"), and private branch exchange. Additionally, because T1s and VoIP can cease operating during a power outage, Customer should have a basic business or copper line for elevator, alarm, E911 and other critical functions. When using VoIP service or Allworx Reach™, Customer must timely update changes to their registered location for 911 services. By signing this Agreement, Customer acknowledges that Customer has read this disclosure. By proceeding with use of Services, Customer assumes all responsibility and risk of harm, loss, or damage in the event that 911 access fails, is not possible, or does not provide the address, correct address, extension or other information to emergency authorities.
- 21. Miscellaneous. (a) Notices and Electronic Communications Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered or mailed to Customer at the address populated on Customer's proposal or to Windstream at Windstream, Attn: Correspondence Division, 1720 Galleria Blvd., Charlotte, NC 28270, Windstream businesscustomersupport @windstream.com or at such other address provided to the other party. CUSTOMER AGREES THAT WINDSTREAM MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING WINDSTREAM'S SERVICES;(b) Applicable Law This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided, without regard to that state's conflict of laws principles. If this Agreement covers multiple states, then it is subject to Nebraska law, without regard to its conflict of law principles. The parties agree to submit to the exclusive jurisdiction of federal courts in the state in which the Services are provided (or federal courts in Nebraska, if the Agreement covers multiple states) so long as diversity and the amount in controversy requirements are met, or a federal question is at issue;



(c) Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT; (d) Statute of Limitations No claim may be asserted by either party against the other with respect to any event, act or omission for which a claim accrued more than two (2) years prior to such claim being asserted; the foregoing statute of limitations is not applicable to billing disputes, which are governed by the timeframe for disputes described in Section 4; (e) Assignment Either party may assign this Agreement to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party, but Customer shall provide Windstream with notice and complete all paperwork necessary to effectuate any change in ownership or other account changes. Otherwise, Customer may not assign its rights and obligations under this Agreement without Windstream's advance written consent. Any attempted assignment in violation of this provision is void; (f) Third Party Beneficiaries: No third party shall be deemed a beneficiary of this Agreement; (g) Publicity: Customer agrees that Windstream may publicly disclose that Windstream is providing Services to Customer and may include Customer's name in promotional materials, including press releases;(h) Waiver: Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (i) Severability: If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (j) Survival: Sections 16 through 21 survive after this Agreement ends; (k) Handwritten Changes: Handwritten changes are not binding on either party;(I) Use of Products in U.S.: Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or transmit the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At Windstream's request, Customer shall sign written assurances and other export-related documents as may be required for Windstream to comply with U.S. export regulations; (m) Representation on Authority of Parties/Signatories: Each person signing this Agreement represents and warrants that he or she is duly authorized in accordance with its corporate governance documents and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized in accordance with its corporate governance documents and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms; (n)Confidentiality: Except when this Agreement is required to be filed with a governmental authority or as may otherwise be required by local, state or federal freedom of information laws, the parties agree that this Agreement contains proprietary and confidential information and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of Windstream that are negotiating with Customer in order to execute this Agreement.

22. Service Specific Provisions:

For Dynamic IP Services Only:

Customer represents and warranties that it will immediately notify and post alternative dialing instructions to its end-users if any restrictions or limitations to access emergency 911 services a result from its actions including but not limited to: (a) Extending the origination of outbound calling capabilities of the Dynamic IP service outside of the Windstream Dynamic IP-serviceable area by means of private circuits, wireless service, public networks, the public Internet or other means; (b) Implementing call routing schemes within its applications, systems or networks which may prevent access to emergency services; or (c) Implementing call routing schemes within it applications, systems or networks which may route outbound emergency 911 calls to Public Service Answering Points (PSAPs) other than the PSAP servicing the calling party end-user location.

Customer agrees to indemnify and hold Windstream harmless from all claims, causes of action, damages and judgments arising from restrictions or limitations to access emergency 911 services as a result of customer's actions or inactions in ensuring that all 911 dialed calls are routed to the proper PSAP using Windstream's dynamic IP service.

For Managed CPE Firewall Services Only:

Authorization to Perform Testing.. Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer hereby grants Windstream the authority to access Customer's networks and computer systems solely for the purpose of providing the Managed CPE Firewall Service. Customer acknowledges that the Managed CPE Firewall Service constitutes permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to Windstream are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify Windstream of such Host arrangement prior to the commencement of any Managed CPE Firewall Service; (ii) obtain Host's written consent for Windstream to provide the Managed CPE Firewall Service on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein: (iii) provide Windstream with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between Windstream and Host in connection with the Managed CPE Firewall Service. Customer agrees to indemnify, defend and hold Windstream and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of Customer's failure to comply with this section. Customer will indemnify and hold Windstream and its suppliers harmless from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Managed CPE Firewall Service entail certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Managed CPE Firewall Service; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.

With regard to any software components of the Firewall Device, Customer agrees it will not: (i) use or make any copies of the software; (ii) reverse engineer, decompile, or disassemble the software; (iii) sell, resell, transfer, license, sublicense, or distribute the software; or (iv) create, write, or develop any derivative software or other software program that is based on such software. Customer agrees to indemnify, defend and hold Windstream and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attomey's fees, which arise out of Customer's failure to comply with the foregoing.

Oklahoma Corporation Commission Oklahoma Universal Service Fund Request for Public Schools

TO:	WINDSTREAMName of Telecommun		14303076	6			DATE:	
	Name of Telecommun	ications/Data Service	Provider		SP	IN		
Mbps, public "Publi throug	ant to 17 O.S. § 139.10 st, receive one access in the most economic school toward similate school" is defined as the twelve.	iline, free of charge, ally efficient manner r service provided b s all free schools sup	with the abi for the carri by the same ported by pt	lity to er, or carric iblic t	an e er, fo laxat	nect to an Inte quivalent dolla or the purposi ion, and shall	ernet servion ar credit to e of accessinclude gra	ce provider at 1.5 be applied by the sing the Internet. des kindergarten
This is access toward	the written request of (in s line with the ability to co I similar service provided	isert name of school d unnect to an Internet pi by the same carrier.	istrict) rovider at 1.5	Mbps	i, or a	ın equivalent do	olfar credit to	for the one be applied
	Contact School Nam	e/Primary Address			0	Contact Person	Telephone	No.
				2	74 255-4-4588884-2	aadii ^{aa} aliyaa ahka ahkan aadaa da daaan aa AMaandi waxaa ah aa da		
				-		on the factor of		
BEN N	lumber of School or Dist	rict (if applicable)		otal n	umbe	er of buildings in	n this reques	st
If you s	are already receiving OU e termination:	SF and this is a chang	ge in provide	r; plea	ase lis	st your previous	provide <mark>r</mark> an	d the date of
If you a	are adding access to yo indicate the type of serv	ur district (additional brice they provide and lo	uildings, LAN ocations of th	/WAN eir ser), list	t all of your curr s on your netwo	rent service ; irk diagram,	providers and
Reque	est is to provide: (check)	☐ Internet A	Access			LAN/WAN con	nectivity	
Reque	est: (check)	☐ 1.5 mbps per bu	ilding	or		Equivalent Cred	dit	
The to	tal Internet bandwidth	being requested for the	e school distr	ict (if a	applic	able) is		_
Schoo	I/District and Carrier, ple	ase provide the followi	ng required	docun	nents	as attachment	s to complet	e this application:
	Form OUSF - Summar							
₽.	Special Universal Serv	ice Request Form (SU	ISF 1)					
C.	Eligible Buildings Requapplication.	ested - Please comple	ete and subm	it and	dupli	cate as necess	ary for each	building in this
D.	Please attach a district part of this request mu Also indicate circuit nu	st be indicated on the	diagram, alor	ig with	ı eacl	h carrier providi	no dala sen	dings which are rice to the district.

E. Please attach a copy of the customer contract and invoices for the time period requested.

http://www.occeweb.com/pu/OUSF/OUSF.htm

Oklahoma Corporation Commission Oklahoma Universal Service Fund Public Schools OUSF Request

The schools listed on this form currently have the appropriate computer equipment in order to be able to utilize the access line (or equivalent credit per building) as soon as it is installed.

ability to connect to the Internet is for the exclusive be sold, repackaged or shared with any other entity.	section is not requested for a particular school building at this time, the ch request in the future. I further understand that the access line with use of each school and that under no circumstances shall the service. I understand that in the event that the school district chooses another lyise the current provider of the discontinuation of service.
Universal Service Fund, which is funded by fees	ded to each school building without cost to the school district, and that seek to recover the cost of providing this service from the Oklahoma assessed, by law, to all telecommunications carriers and that the their telephone customers within Oklahomainitial
other supporting documentation for services eligible	noma Corporation Commission our invoices, related contracts, and to be reimbursed from the Oklahoma Universal Service Fund, I to allow the Corporation Commission to review requests for OUSF nool and/or school districtinitial
The undersigned certifies that he/she has the autho	rity to make this request on behalf of the above-named school district.
Signature of Superintendent	Printed Name of Superintendent
Street Address	Telephone Number
Address	
State of Oklahoma	
County of	
Subscribed and sworn to before me this	day of, 20
No	otary Public
(Seal)	
My commission expires	·

Oldahoma Corporation Commission Oldahoma Universal Service Fund Public Schools OUSF Request

Attachment C Eligible Building Request

Duplicate this page as necessary for each additional school building in this application.

List the name and information for each qualified public school building for which the request is made.
Building Name:
Building Address:
Classes/Grade Levels:
Educational Internet Access Usage:
######################################
Building Name:
Building Address:
Classes/Grade Levels:
Educational Internet Access Usage:
000000000000000000000000000000000000000
Building Name:
Building Address:
Classes/Grade Levels:
Educational Internet Access Usage:

http://www.occeweb.com/pu/OUSF/OUSF.htm

Federal Excise Tax Exemption Certificate

Customer Name: THACKERVILLE SCHOOLS
Address: 18943 HIGHWAY 77, THACKERVILLE, OK, 734590000
Description of Customer's Business:
Federal ID #:
 () News Service Organization {IRC Section 4253 (b)} Services must be exclusively Used in the collection and dissemination of news for the general public. Services used in any other way by a news service organization, such as in the Business office, sales and marketing, general administration, etc. are not exempt. () American National Red Cross. {IRC Section 4253 (c)} () International Organization. {IRC Sections 4253 (c) and 7701-(a) (18)} () Common Carrier. {IRC Section 4253 (f)} () Radio Broadcasting Station or Network () Common Carrier transporting personal property. () Common Carrier transporting passengers. () Purchase of telecommunications services for resale as long distance. () Non-Profit Hospital described in IRC Section 170 (b) (1) (A) (iii) and exempt from Federal income tax under IRC Section 501 (a). (IRC Section 4253 (h)} () Non-Profit Educational Organization described in IRC Section 170(B) (1) (A) (iii) {IRC Section 4253 (j)} () U.S. Government Department or Agency.
The undersigned customer certifies that it is an organization of the type checked above and as such is exempt from the Federal Excise Tax on the services provided under the account number referenced above. In the event it is later determined that the Customer does not qualify for the exemption noted heron, the Customer will promptly pay Windstream NuVox, Inc. and its affiliates the amount of the tax it should have collected from the Customer and will indemnify and hold harmless Windstream from any taxes, penalties and interest resulting from the reliance of Windstream if it for any reason no longer qualifies for the exemption noted heron.
Customer Name: THACKERVILLE SCHOOLS
Authorized Signature:
Title of Authorized Signer:





This Service Level Agreement ("SLA") only applies to Windstream's Enterprise Data Products, as defined herein (the "Services"), and is offered as part of networking services provided by the applicable Windstream company. The SLA does not apply to any applications or enhanced telecommunications services, local access circuits, equipment sales and related maintenance services, or any other services provided by a Windstream company or any third party provider. The SLA is effective as of the first day of the first whole calendar month after the initial installation of Services. This SLA shall be deemed an addendum to either the written contract executed by the parties or the Windstream Online Terms and Conditions to which Customer is subject, whichever is applicable. To be eligible for the credits under this SLA, Customer must be in good standing with Windstream and current in Customer's obligations.

1 Description of Services

The Services covered under this SLA are Ethernet Internet("EI"), Dedicated Internet ("DI"), and MPLS Networking Services. MPLS Networking Services ("MPLS Networking") are IP Virtual Private Network ("IP VPN"), Virtual LAN Services ("VLS"), Dynamic IP, and Virtual PBX. Individually, the Services may be referenced in this SLA by the noted abbreviations. Collectively, the term "Services" as used in this SLA refers to any of the qualifying EI, DI, and MPLS Networking Services but does not refer and shall not be interpreted as referring to other services offered by Windstream or any third party provider. Services under this SLA shall only be entitled to credits consistent with the terms of this SLA and shall not be subject to credits under any other agreement or arrangement that may exist between Windstream and Customer. To the extent of any conflict between the terms of this SLA and such other agreement with respect to service credits, this SLA shall govern.

1.1 MPLS Networking

As noted above, MPLS Networking includes for purposes of this SLA only IP VPN, VLS, Dynamic IP, and Virtual PBX. Windstream's MPLS Networking provides connectivity through Windstream's network at designated speeds, enabling Customer to transport private data between two or more Customer locations. MPLS Networking enables Customer to prioritize voice or data through Quality Of Service ("QOS") levels, as defined later, based on Customer's unique business requirements.

The performance of Windstream's network for purposes of measuring MPLS Networking deliverables under this SLA is measured through Network Availability, Network Latency, Network Packet Loss, and Network Jitter. These individual metrics are defined in Section 3 below and collectively may be referenced in this SLA as "Network Performance Metrics." All Network Performance Metrics will be measured across specific Points of Presence ("POP") on Windstream's Network (See figure 2-1). Windstream's network management system is the sole and conclusive measurement for purpose of this SLA regarding Network Performance Metrics.

Customer Location

Customer Location

Windstream Network

Customer Location

Access Circuit

Availability Latency, Packet Loss, litter

Circuit

Figure 2-1



1.2 Dedicated Internet / Ethernet Internet Access

As noted previously, in addition to MPLS Networking, this SLA applies to DI and EI. DI and EI provide connectivity to the public internet through Windstream's network at designated speeds.

The performance of Windstream's network for purposes of measuring DI and EI deliverables under this SLA is measured through Network Availability. For purposes of DI and EI, Network Availability will be measured across specific POPs on the Windstream Network. (See figure 2-2). Windstream's network management system is the sole and conclusive measurement for purpose of this SLA regarding Network Availability.

Customer
Location

Public Internst

Access
Circuit

Network Avaitab lity

Figure 2-2

2 Definition

2.1 On-Net:

On-Net is defined as those Services which are provided by the applicable Windstream company and reside on Windstream's wholly owned facilities.

2.2 Off-Net:

Off-Net is defined as those services / circuits, which are provided by the applicable Windstream company and do not reside on Windstream's wholly owned facilities.

2.3 Service Outage:

A Service Outage is defined as the complete unavailability or degradation of Services during any unscheduled period of time except that Windstream is not responsible for failure to meet performance objectives for any of the following reasons which shall not be deemed a Service Outage (collectively, "Exclusions"):

- Any Service Outage for which Customer may have previously obtained credit or compensation outside the terms of this SLA;
- Actions, failures to act or delays by Customer or others authorized by or acting on behalf of Customer to use the Services;
- Failure of power, equipment, services or systems not provided by Windstream including, but not limited to, other providers' networks and interconnections to or from and connectivity with other Internet service providers' networks;
- Customer owned or leased equipment or facilities (e.g., Customer's PBX or local area network);



Enterprise Data Products Service Level Agreement

- Failure of Customer to afford Windstream or its agents access to the premises where access lines associated with the Services are terminated;
- Election by Customer not to release the Services for testing and/or repair during which time Customer continues to use Services;
- Maintenance activities (including planned and emergency) as set forth in Section 5 of this SLA;
- Implementation of a Customer order that requires Services interruption;
- Failure to report a Service Outage to Windstream or reporting of a trouble where no trouble was found;
- Labor difficulties, governmental orders, civil commotion, acts of God, and other circumstances beyond Windstream#s reasonable control; and
- Failure of equipment or systems responsible for network measurements.

2.4 Windstream Point of Presence ("POP"):

Physical location of Windstream router at the edge of Windstream's network that faces the Customer Edge and delivers private data and/or Internet Services to Customer's network.

2.5 Customer Edge ("CE"):

CE refers to the router at Customer's premises that is connected to the Windstream POP.

2.6 Quality of Service ("QOS"):

QOS is the ability to provide different priority to different applications, users, or data flows, or to offer a certain level of performance for data flows. For example, a required bit rate, delay, jitter, packet dropping probability and/or bit error rate may be offered by Windstream to Customer. To determine what QOS level applies to the Services, Customer either must select from the following QOS classes of service or subscribe to a Service that is defaulted into one or more QOS classes. The Windstream QOS classes are identified as:

QOS Class of Service	Description
Real Time	Real-time Class of Service delivers premium QOS to a customer's site and is optimized for low latency and low jitter performance required for voice communications. All managed VoIP services are defaulted into Real-time QOS.
Mission Critical Data	Mission Critical Class of Service provides the highest priority treatment for data. Intended for applications with high business value requiring large bandwidth allocations and/or lower latency such as interactive video conferencing, streaming video, credit card transactions, and ERP applications like SAP and PeopleSoft.
Business Critical Data	Business Critical Data Class of Service provides priority treatment to transactional and interactive data such as email, or client/server applications
Standard Data	Standard Data class of Services enables customers to share latency and jitter tolerant data and Internet applications across all locations. DI and EIA traffic are defaulted into Standard Data QOS.

2.7 Calendar Month:

For the purpose of this SLA a Calendar Month is based on 60 Minutes/Hour, 24 Hours/Day, 30 Days/Month = 43,200 average monthly minutes. In no event shall any obligation for a service credit arise under this SLA until such time as the Services are fully installed and operational.



3 Service Levels

3.1 Network Availability

For purposes of measuring Windstream's MPLS Networking, DI, and EI QOS under this SLA, the term "Network Availability" is defined as the percentage of time in one Calendar Month during which POPs on Windstream's wholly owned IP/MPLS network can deliver traffic to/from other Windstream POP locations and does not apply to local access circuits. Network Availability shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. Network Availability measurements do not include the specified Exclusions (e.g., scheduled maintenance windows or planned outages).

The following outlines the Network Availability objectives in any given Calendar Month:

On-Net MPLS Networking	99.99%
DIA / EIA	(<= 4.32 minutes of network unavailability per month)

3.1.1 Services Credit for time when Network Availability is not provided ("Network Unavailability")

Network Unavailability / Duration	Services Gredit
>=4.32 minutes and <= 1hour	1/30th of the Monthly Recurring Charge
>1 hours and <= 2 hours	2/30th of the Monthly Recurring Charge
>2 hours and <= 3 hours	3/30th of the Monthly Recurring Charge
>3 hours and <= 4 hours	4/30th of the Monthly Recurring Charge
>4 hours and <= 5 hours	5/30th of the Monthly Recurring Charge
>5 hours and <= 6 hours	6/30th of the Monthly Recurring Charge
>6 hours and <= 7 hours	7/30th of the Monthly Recurring Charge
>7 hours and <= 8 hours	8/30th of the Monthly Recurring Charge
>8 hours and <= 9 hours	9/30th of the Monthly Recurring Charge
>9 hours and <= 10 hours	10/30th of the Monthly Recurring Charge
>10 hours and <= 11 hours	11/30th of the Monthly Recurring Charge
>11 hours and <= 12 hours	12/30th of the Monthly Recurring Charge
>12 hours and <= 13 hours	13/30th of the Monthly Recurring Charge
>13 hours and <= 14 hours	14/30th of the Monthly Recurring Charge
>14 hours	15/30th of the Monthly Recurring Charge

Product	Target Commitment	
On-Net MPLS Networking DIA / EIA	99.99%	
	(<= 4.32 minutes of network unavailability per month)	





3.2 Network Latency

For purposes of measuring Windstream's MPLS Networking under this SLA, Network Latency is defined as the round trip delay (in milliseconds) of packets transported between specific Windstream POP locations across Windstream's wholly owned IP/MPLS network and does not apply to local access circuits. Network Latency shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. The following outlines the latency objectives, depending on the class selected by Customer, in any given Calendar Month.

The following outlines the Network Availability objectives in any given Calendar Month:

QOS Class of Service	Target Commitment
Real Time	<=40ms
Mission Critical Data	<=45ms
Business Critical Data	<=48ms
Standard Data	N/A

3.2.1 Services Credit for Network Latency

QOS Class	Target	Network Latency,=(Gredit as a fraction of the MRC for the Affected Services)
Real Time	<=40ms (Roundtrip)	1/30 MRC if Windstream fails to meet the Network Latency SLA for Real Time QoS during any Calendar Month.
Mission Critical Data	<=45ms (Roundtrip)	1/30 MRC if Windstream fails to meet the Network Latency SLA for Mission Critical QoS during any Calendar Month.
Business Critical Data	<=48ms	1/30 MRC if Windstream fails to meet the Network Latency SLA for Business Critical Data QoS during any Calendar Month.
Standard Data	N/A	N/A

3.3 Network Packet Loss

For purposes of measuring Windstream's MPLS Networking under this SLA, Network Packet Loss is defined as the percentage of packets in a Calendar Month that are dropped between specific Windstream POP locations across Windstream's wholly owned IP/MPLS network and does not apply to local access circuits. Network Packet Loss shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. The following outlines the Network Packet Loss objectives, depending on the class selected by Customer, in any given Calendar Month.

QOS Class of Service	Target Commitment	
Real Time	<=.10%	
Mission Critical Data	<=.30%	
Business Critical Data	<=.50%	
Standard Data	N/A	



3.3.1 Services Credit for Network Packet Loss

QOS Class	Target	Network Packet Loss ⊨(Gredit as a fraction of the MRC for the Affected Services)
Real Time	<=.10%	1/30 MRC if Windstream fails to meet the Network Packet Loss SLA for Real Time QoS during any Calendar Month.
Mission Critical Data	<=.30%	1/30 MRC if Windstream fails to meet the Network Packet Loss SLA for Mission Critical QoS during any Calendar Month.
Business Critical Data	<=.50%	1/30 MRC if Windstream fails to meet the Network Packet Loss SLA for Business Critical Data QoS during any Calendar Month.
Standard Data	N/A	N/A

3.4 Network Jitter

For purposes of measuring Windstream's MPLS Networking under this SLA, Network Jitter is defined as the variation in the delay of received packets transmitted between specific Windstream POP locations across Windstream's wholly owned IP/MPLS network and does not apply to local access circuits. Network Jitter shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. Network Jitter measurement is only available to customers selecting the Real Time and/or Mission Critical QOS class. The following outlines the Network Jitter objectives in any given Calendar Month:

QOS Glass of Service	Target Commitment
Real Time	<=2.5%
Mission Critical Data	<=3.5%
Business Critical Data	N/A
Standard Data	N/A

3.4.1 Services Credit for Network Jitter

Target	Network Jitter =(Credit as a fraction of the MRC for the Affected Services)
<=3 ms	1/30 MRC if Windstream fails to meet the Network Jitter
	SLA for Real Time QoS during any Calendar Month.

4 Credits

When Customer's Services fail to meet the applicable commitments outlined in this SLA after being reported by Customer, Customer may receive a credit adjustment to its account. Windstream maintains internal escalation procedures and call-out technical support for observed holidays and after-business hours emergencies and critical outages. To request a credit under this SLA, Customer shall email their Business Sales Representative with a description of the requested credit along with the Windstream trouble ticket number(s) provided by the Service Center within thirty (30) calendar days of the asserted Service Outage. The Business Sales Representative shall notify Customer when the requested credit has been approved or declined.



Enterprise Data Products Service Level Agreement

4.1 Calculations of Credits

Maximum Credit - In no event may the credits provided for hereunder (either individually or on a cumulative basis) in any billing period exceed the total MRCs for that period for service and facilities.

5 Maintenance

As set forth above, maintenance activities are Exclusions and do not constitute a Service Outage for purposes of this SLA. Windstream reserves the right to schedule maintenance and upgrades to the network 7 days a week from 12 a.m. to 6 a.m. in the local time zone of the affected area without prior notice to Customer or upon reasonable advance notice outside these time frames.

5.1 Scheduled Network Maintenance

The term 'Scheduled Network Maintenance' refers to upgrades or modifications to network equipment software, network equipment hardware, or network capacity. Scheduled Network Maintenance may temporarily degrade the quality of Customer's Services. Windstream takes every reasonable precaution to minimize the duration of any impacts during the Scheduled Network Maintenance window. Such effects related to Scheduled Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Scheduled Network Maintenance shall be undertaken between the hours of 12:00AM and 6:00AM of the local time zone.

5.2 Emergency Network Maintenance

The term 'Emergency Network Maintenance' refers to efforts to correct network conditions that are likely to lead to a material Service Outage and that require immediate action. Emergency Network Maintenance may temporarily degrade the quality of Customer's Services, including the possibility of causing short-duration outages. Such effects related to Emergency Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Windstream may undertake Emergency Network Maintenance at any time deemed necessary to preserve network services.

6 LIMITATION OF LIABILITY

Windstream's total liability to Customer under this SLA is limited to 50% of the MRCs for the affected Services for the applicable Calendar Month in which the Service Outage occurs. Except for the credits identified in this SLA, this SLA does not modify or amend the written contract executed by the parties or the Online Terms and Conditions to which Customer is subject, whichever is applicable, including but not limited to any warranty disclaimers or limitation of liability provisions.

THE PROVISIONS OF THIS SLA ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR WINDSTREAM'S FAILURE TO MEET THE STANDARDS IN THIS SLA AND ANY OTHER NETWORK, EQUIPMENT OR SERVICE ISSUES.

Customer:		
Windstream:		

Vendor Responsibility and Installation Expectations

Vendor Authorization

Windstream NuVox, Inc. and its affiliates will contact your current voice and data vendors to coordinate the installation of your services.

The Customer or Data Equipment Vendor/Systems Integrator's responsibilities include, but are not limited to:

- Ensuring that a functional Local Area Network is in place to accommodate dedicated Internet services.
- 2) Equipment or services necessary on the customer premise side of the router to include:
 - a) Servers, workstations, printers, hubs/switches
 - b) Appropriate internal IP addressing scheme
 - c) Customer supplied firewalls
 - d) Configuration changes for dedicated Internet access (i.e. default gateways, DNS, browser configuration, etc)
- All cabling infrastructure to include a Category 5e cable from the wiring closet (phone demarc) to the customers' hub/switch for Internet connectivity.
- Installing Internet applications, such as remote access software, on all necessary computers.
- 5) Any request for modifications to DNS records (website, email records).
- 6) Contacting previous ISP to request disconnect.
- 7) If applicable, setting up Windstream POP3 email accounts and configuring email client.
- 8) If applicable, uploading website to Windstream web servers.
- If customer has internal email server, request reverse DNS lookup through Windstream data support group.

The Customer or Telephone Equipment Vendor's responsibilities include, but are not limited to:

- 1) All phone system level programming.
- 2) All cross connects.
- 3) Demarc extension if required.

Installation Intervals

The standard installation interval is 30 - 45 calendar days after acceptance of order information and paperwork. Standard scheduling hours are Monday - Friday 8:30am to 3:30pm.We will attempt to honor requests for a specific install date

*Requested Due Date does not guarantee your services will be installed on that date. Factors that may change the requested due date are (1) local phone company's facility interval, (2) if retaining existing numbers, interval provided by local phone company to port these numbers, (3) delay in order packet acceptance, (4) changes requested to order, (5) or another unforeseen delay. Windstream understands the importance of the date you specified, and will make every reasonable effort to meet that date.

Order Information

Before we can begin processing your order, we must receive the following items:

- 1. Signed copy of your Proposal and Customer Service Agreement
- 2. Signed copy of the Letter of Authorization if applicable, which lists all telephone numbers porting to Windstream
- 3. Specific identification of any Fax, Alarm, Credit Card, Elevator, or Modem Lines
- 4. Name and phone number of contact(s) at your location responsible for coordinating the transition to Windstream
- Name and phone number of technical contact(s) at your location who can provide detailed information and instructions for your data and/or voice service

Based upon the services ordered, we may request the following items:

- 1. Complete list of 800 Numbers, a signed 800 Responsible Organization Form, and a copy of the most recent bill
- 2. Information on Account Codes, Calling Cards, Directory Listings, and Voice Mail

Your premise must meet the following requirements for installation of Windstream services:

- 1. Building must be ready with power available (need entrance facility and conduit)
- Grounding
- Backboard
- 4. Demarc location identified

Installation Expectations: Step-by-Step Guide to Moving Your Service

Your transition to Windstream or "cutover" will be based upon your Requested Due Date or Earliest Possible Due Date (approximately 30 - 45 calendar days) following the acceptance of all order information and paperwork outlined above.

Please note that any changes to order details after acceptance may delay the installation of your service.

Below is a list of the key milestones to expect during the installation process:

- 1) Service Configuration Completed
 - A Windstream sales engineer may contact your voice and/or data vendor(s) to obtain necessary information about service configurations.
- 2) Your Order is Assigned to a Project Coordinator
 - Your Windstream Project Coordinator (PC) will serve as the primary point of contact for both you and your vendor throughout the installation process.
- Site Survey Conducted A Windstream technician or sales engineer will visit your premise to conduct a site survey to verify physical space requirements.

- 4) Facilities Ordered (T-1 Ordered) Your facilities will be ordered. Depending on the type of service you have selected, the local phone company or fiber provider may deliver and install facilities at your premise between the hours of 8am and 5pm.
- 5) Facilities Tested (T-1 Tested)
 The Windstream team will conduct thorough testing with local phone company or fiber provider for 24 to 48 hours to verify the integrity and quality of the delivered facilities.
- 6) Cutover Scheduled (Conversion to Windstream Communications) Your PC will contact you and your vendors/integrators to schedule your cutover once your facilities (T-1) are installed and tested. You will also receive a copy of your service configurations. It is critical to review these configurations for accuracy.
- 7) Plant Test Date A Windstream technician will return to your site to install customer premise equipment and perform operational testing. No involvement is required of you or your vendor at this time.
- 8) Cutover Completed
 Your Windstream cutover team (including your vendors/integrators) will verify the
 accuracy and quality of your new services. A Windstream technician may return to
 your site to ensure your services are operating as intended.

After Your Installation

Check contracts with current providers for termed Monthly Recurring Charges and Termination Policies. If any part of your service (example: phone lines) or facilities (example: T1) will remain with your current carrier, this will result in continued bills for these services. Termination from your previous provider may require specific lead-time.

If you are terminating current services from another voice, Internet, and/or long distance provider, you must send a written request to the carrier to disconnect services.



FCC Form 471

Approval by OMB 3060-0806

Schools and Libraries Universal Service Description of Services Ordered and Certification Form 471

Estimated Average Burden Hours per Response: 4 hours

This form is designed to help schools and libraries to list the eligible services they have ordered and estimate the annual charges for them so that the Fund Administrator can set aside sufficient support to reimburse providers for services.

Please read instructions before beginning this application. (You can also file online at www.usac.org/sl.)

The instructions include information on the deadlines for filling this application.

Applicant's Form Identifier (Create an identifier for your own reference)	Form 471 Application #:			
hackerville Y17 960161 (To be assigned by administrator)				
Block 1: Billed Entity Address and Identifications				
1 Name of Billed Entity THACKERVILLE SCHOOL DISTRICT 4				
2 Funding Year 2014				
3a Entity Number 139867				
3b FCC Registration Number 0012026894				
4a Street Address, P.O. Box, or Route Number PO BOX 377, HIGHWAY 77				
City THACKERVILLE State OK Zip Code 73459-				
4b Telephone Number (580) 276-2630				
4c Fax Number (580) 276-2638				
5a Type of Application (check only one)				
C Individual School (individual public or non-public school) School District (LEA; public or non-public [e.g. diocesan] local district representing multiple schools)				
C Library (including library system, library outlet/branch or library consortium as defined under LSTA)				
C Consortium (intermediate service agencies, states, state networks, special consortia of schools and/or libra	aries)			
representing (check all that apply)				
☐ All public schools/districts in the state ☐ All non-public schools in the state				
☐ All libraries in the state				
5b Recipient(s) of Services:				
Private Public Charter				
☐ Tribal ☐ Head Start ☐ State Agency	the action will a MAT			
Entity Number: 139867 Applicant's Form Identifier: 3 Contact Person: Chris Webber or Karla Hall Contact Phone Number: (918				
Block 1: Billed Entity Address and Identifications (continued)	, 440-0040			
Block 1: Billed Entity Address and Identifications (continued) 6a Contact Person's Name Chris Webber or Karla Hall	7 443-0040			
6a Contact Person's Name	7 443-0040			
6a Contact Person's Name Chris Webber or Karla Hall	7 443-0040			
6a Contact Person's Name Chris Webber or Karla Hall If the Contact Person's Street Address is the same as Item 4 above, check here. ☐ If not, complete Item 6b. 6b Street Address, P.O. Box, or Route Number NOTE: USAC will use this address to mail correspondence about this form.	7 443-0040			
6a Contact Person's Name Chris Webber or Karla Hall If the Contact Person's Street Address is the same as Item 4 above, check here. ☐ If not, complete Item 6b. 6b Street Address, P.O. Box, or Route Number NOTE: USAC will use this address to mail correspondence about this form. PO Box 701713				
6a Contact Person's Name Chris Webber or Karla Hall If the Contact Person's Street Address is the same as Item 4 above, check here. ☐ If not, complete Item 6b. 6b Street Address, P.O. Box, or Route Number NOTE: USAC will use this address to mail correspondence about this form. PO Box 701713 City Tulsa State OK Zip Code 74170-1713 Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked a ☐ 6c Telephone Number (918) 445 - 0048				
6a Contact Person's Name Chris Webber or Karla Hall If the Contact Person's Street Address is the same as Item 4 above, check here. ☐ If not, complete Item 6b. 6b Street Address, P.O. Box, or Route Number NOTE: USAC will use this address to mail correspondence about this form. PO Box 701713 City Tulsa State OK Zip Code 74170-1713 Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked a ☐ 6c Telephone Number (918) 445 - 0048 ☐ 6d Fax Number (918) 445 - 0049				
6a Contact Person's Name Chris Webber or Karla Hall If the Contact Person's Street Address is the same as Item 4 above, check here. ☐ If not, complete Item 6b. 6b Street Address, P.O. Box, or Route Number NOTE: USAC will use this address to mail correspondence about this form. PO Box 701713 City Tulsa State OK Zip Code 74170-1713 Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked a ☐ 6c Telephone Number (918) 445 - 0048 ☐ 6d Fax Number (918) 445 - 0049				
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6a Contact Person's Name Chris Webber or Karla Hall If the Contact Person's Street Address is the same as Item 4 above, check here. ☐ If not, complete Item 6b. 6b Street Address, P.O. Box, or Route Number NOTE: USAC will use this address to mail correspondence about this form. PO Box 701713 City Tulsa State OK Zip Code 74170-1713 Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked at ☐ 6c Telephone Number (918) 445 - 0048 ☐ 6d Fax Number (918) 445 - 0049 ☐ 6e E-Mail Address INFO@CRWCONSULTING.COM Re-enter E-mail Address INFO@CRWCONSULTING.COM	and an entry provided.			
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6a Contact Person's Name Chris Webber or Karla Hall If the Contact Person's Street Address is the same as Item 4 above, check here. ☐ If not, complete Item 6b. 6b Street Address, P.O. Box, or Route Number NOTE: USAC will use this address to mail correspondence about this form. PO Box 701713 City Tulsa State OK Zip Code 74170-1713 Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked a ☐ 6c Telephone Number (918) 445 - 0048 ☐ 6d Fax Number (918) 445 - 0049 ☐ 6e E-Mail Address INFO@CRWCONSULTING.COM Re-enter E-mail Address INFO@CRWCONSULTING.COM 6f Holiday/vacation/summer contact information: please include name of alternate contact (if applicable) and alternate If a consultant is assisting you with your application process, please complete Item 6g below: 6g Consultant Name Chris Webber Name of Consultant's Employer CRW Consulting Consultant's Street Address CRW Consulting PO Box 701713 City Tulsa State OK Zip Code 74170	and an entry provided.			
6a Contact Person's Name Chris Webber or Karla Hall If the Contact Person's Street Address is the same as Item 4 above, check here. ☐ If not, complete Item 6b. 6b Street Address, P.O. Box, or Route Number NOTE: USAC will use this address to mail correspondence about this form. PO Box 701713 City Tulsa State OK Zip Code 74170-1713 Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked at 6c Telephone Number (918) 445 - 0048 6c Telephone Number (918) 445 - 0049 6d Fax Number (918) 445 - 0049 6e E-Mail Address INFO@CRWCONSULTING.COM Re-enter E-mail Address INFO@CRWCONSULTING.COM 6f Holiday/vacation/summer contact information: please include name of alternate contact (if applicable) and alternate If a consultant is assisting you with your application process, please complete Item 6g below: 6g Consultant Name Chris Webber Name of Consultant's Employer CRW Consulting PO Box 701713	and an entry provided.			
6a Contact Person's Name Chris Webber or Karla Hall If the Contact Person's Street Address is the same as Item 4 above, check here. ☐ If not, complete Item 6b. 6b Street Address, P.O. Box, or Route Number NOTE: USAC will use this address to mail correspondence about this form. PO Box 701713 City Tulsa State OK Zip Code 74170-1713 Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked at ☐ 6c Telephone Number (918) 445 - 0048 ☐ 6d Fax Number (918) 445 - 0049 ☐ 6d Fax Number (918) 445 - 0049 ☐ 6e E-Mail Address INFO@CRWCONSULTING.COM Re-enter E-mail Address INFO@CRWCONSULTING.COM 6f Holiday/vacation/summer contact information: please include name of alternate contact (if applicable) and alternate If a consultant is assisting you with your application process, please complete Item 6g below: 6g Consultant Name Chris Webber Name of Consultant's Employer CRW Consulting Consultant's Street Address CRW Consulting PO Box 701713 City Tulsa State OK Zip Code 74170 Consultant's Fax Number (918) 445-0048 Ext. Consultant's Fax Number (918) 445-0049 Consultant's E-mail Address info@crwconsulting.com	and an entry provided.			
6a Contact Person's Name Chris Webber or Karla Hall If the Contact Person's Street Address is the same as Item 4 above, check here. ☐ If not, complete Item 6b. 6b Street Address, P.O. Box, or Route Number NOTE: USAC will use this address to mail correspondence about this form. PO Box 701713 City Tulsa State OK Zip Code 74170-1713 Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked at ☐ 6c Telephone Number (918) 445 - 0048 ☐ 6d Fax Number (918) 445 - 0049 ☐ 6d Fax Number (918) 445 - 0049 ☐ 6e E-Mail Address INFO@CRWCONSULTING.COM Re-enter E-mail Address INFO@CRWCONSULTING.COM 6f Holiday/vacation/summer contact information: please include name of alternate contact (if applicable) and alternate If a consultant is assisting you with your application process, please complete Item 6g below: 6g Consultant Name Chris Webber Name of Consultant's Employer CRW Consulting Consultant's Street Address CRW Consulting PO Box 701713 City Tulsa State OK Zip Code 74170 Consultant's Fax Number (918) 445-0048 Ext. Consultant's Fax Number (918) 445-0049 Consultant's E-mail Address info@crwconsulting.com	and an entry provided.			

Entity Number: 139867 Applicant's Form Identifier: Thackerville Y17 Contact Person: Chris Webber or Karla Hall Contact Phone Number: (918) 445-0048 Block 4: Discount Calculation Worksheet Worksheet - 1658565 Page 1 of 1 The Block 4 worksheet is used to calculate your discount for services. You will complete one or more worksheets depending on the type of application you are filing. If you file more than one worksheet, please number the completed worksheets to assure that they are all processed correctly. Please refer to the instructions for information specific to the Type of Application you indicated in Block 1, Item 5. $\overline{\mathbf{V}}$ Check here if this worksheet contains all eligible entities in the school district or library system. 9a List entities and calculate discount(s): (For Administrator's Use) School District or Library System Name: School District or Library System Entity Number: 10 11 12 14 15 8 9 Insert appropriate codes(s): P= pre-K H = Head Start, A Adult Education, J Weighted Production for Calculating Shared Discount Number of Students ntity Number AND NCE Admin Intity Number of Scho Discount o Total Numb Alt Dis Shared Name of Eligible Entity Code (for Schools) or SCS Code (for Libraries) ntity o District in which Library Outlet/Branch is Locate Eligible for NSLP for NSLP (Col. 5 tructi of Students Discount enile Justicem | = ESA, D = Dormatory or R Entity Col. 4) on (Col. 4 x Col. 7) Schools with ALL ENTITIES SCHOOLS AND LIBRARIES Library Outlet/Branch Schools Consortia 83982 THACKERVILLE ELEM SCHOOL R 208 164 78.8469 90 Ν Ν Ν 18720 40 29850 01564 16072771 R 70 45 64.286% 80 Ν Υ Ν 5600 16072780 R 249 176 70.683% 80 Ν Ν 19920 ADMIN BUILDING R Ν 16072778 0 0 0.000% 82 Ν Υ 0 CAFETERIA 16072776 R 0.000% 82 N Ν Ν AG BUILDING 16072774 R 70 45 64.286% 80 Ν Ν Ν 5600 THACKERVILLE HIGH SCHOOL 83983 R 72 50 69.444% 80 Ν Ν Ν 5760 40 29850 01565 9b Shared Services SCHOOL DISTRICTS: (Including groups of schools within school districts.) Calculate the 55600 83% totals of Columns 4 and 11. Divide the total of 669 Column 11 by the total of Column 4. Enter the result in Column 15 LIBRARY SYSTEMS: Calculate the total of Column 7. Divide this total by the number of outlets/branches. Enter the result in Column CONSORTIA: Calculate the total of Column 4. Divide this total by the number of member ntities. Enter the result in Column 15

Entity Number: 139867 Ap			Applicant's Form Identifier: Thackerville Y17			
Contact Person: Chris Webber or Karla Hall			Contact Phone Number: (918) 445-0048			
Block 5: Discount Funding Request(s) Instructions: Use one Block 5 page for EACH service (Funding Request Number) for which y discounts. Make as many copies of this page as needed, and number the completed pages to are all processed correctly.						
10	not yet approved, ur provided:	nder appeal	,			
11 Category of Service (only ONE category should be checked)		23	Calcul	ations		
PRIORITY 1 PRIORITY 2 ▼ Telecommunications Service □ Internal Connections Other than □ Internet Access □ Basic Maintenance of Internal Co			A. Moi	nthly charges (total amount per month for service) \$634.06		
12 Form 470 Application Number	S.II. Cottono	╢	B. Hov	w much of the amount in A is ineligible?		
· ·				\$0.00		
909860001051267		Recurring	C. Elig	gible monthly pre-discount amount (A minus B)		
13 SPIN – Service Provider Identification Number		Charges		\$624.06		
143004662			D. Niur	\$634.06 mber of months service provided in funding year		
14 Service Provider Name			D. Nui	Tiber of months service provided in funding year		
				12		
			E. Ann	nual pre-discount amount for eligible recurring charges (C x D)		
Southwestern Bell Telephone Company				\$7,608.72		
15a Check this box if this Funding Request is for non-contracted	ed tariffed or month-		F. Ann	nual non-recurring charges		
to-month services.				00.00		
15b Contract Number			C Ha	\$0.00		
N/A			G. Hov	w much of the amount in F is ineligible?		
15c ☐ Check this box if this Funding Request is covered under a master contract (a contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider). 15d ☐ Check this box if this Funding Request is a continuation of an FRN from a previous funding year based on a multi-year contract. If so, provide that FRN here:		Non- Recurring Charges		\$0.00 nual eligible pre-discount amount for non-recurring charges (F		
2426252	t i tti i iicic.		minus C			
16a Billing Account Number (e.g., billed telephone number)						
				\$0.00		
16b			I. Tota	Il funding year pre-discount amount (E + H)		
17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy)		Total	I Dies	\$7,608.72		
(based on Form 470 filing)		Charges		count from Block 4 Worksheet 83.00		
11/15/2012			K . Fur	nding Commitment Request (I x J) \$6,315.24		
18 Contract Award Date (mm/dd/yyyy) 12/17/2012						
19 Service Start Date (mm/dd/yyyy) 07/01/2014						
20a Service End Date (mm/dd/yyyy)						
Contract Expiration Date		1				
20b (mm/dd/yyyy)						
06/30/2015						
21 Description of This Service: NOTE: All Item 21 Attachments You MUST attach a description of the service, including a breakdown must include any additional account or telephone numbers if the biller Number, and note number in space provided.	of components, cost	s, manufac	turer nam	ne, make and model number. You		
22 Entity/Entities Receiving This Service:	a. If the service is si and not shared by o the entity from Block	thers), list t	he Entity	Number of		
Lawy Linus receiving this service.	b. If the service is sh worksheet, list the w	hared by all	entities o	on a Block 4		

Number: 139867		Applican	Applicant's Form Identifier: Thackerville Y17			
ct Person: Chris Webber or Karla Hall		Contact F	Phone Number: (918) 445-0048			
ock 5 24	(Continued): Description of Broadband and funding request	other Connectivity Services	Ordered for Schools and Libraries from this			
	Complete the information below for this fund purpose of <u>providing broadband and other t</u>		unications Services or Internet Access for the ry facilities.			
፟	Check this box if this request is for services funding request is for internal connections,		and or connectivity. For instance, check the box if this es like e-mail or phone service.			
a	Which technology(ies) and speed(s) are being provided in this Funding Request? Please list the number of lines and average download speed for the lines included in this funding request. If there are multiple download speeds for the lines within one type of broadband connection, this form provides two additional lines per broadband connection category. If you need additional space, please makes copies of this page and number the completed pages to assure that they are all processed correctly. A response to this Item is not a substitute for a complete response to Item 21 but should be consistent with the description of services in the response to Item 21. Please ask your service provider if you need assistance.					
	Type of Connection	Number of lines included in this FRN	Download speed per line in Mbps			
b	included in the Block 4 worksheet	connections, approximately what percent for this FRN will have access to wired dr	age of the school classroom or public library rooms			
		connections, approximately what percent for this FRN will have access to a Wi-Fi s	age of the school classroom or public library rooms ignal?%			
c	_		last mile connection to the school or library? ☐ Yes ☐ No			

Block 5. Discount Funding Request(s) Instructions: Use one Block 5, page 0.7 EACH service (Funding Request Number) for which you are requesting discounts. Make as many copies of this page as needed, and number the completed pages to assure that they are all processed correctly. 10		Applicant's Form Identifier: Thackerville Y17			
Instructions: Use one Block 5 page for EACH service (Funding Request Number) for which you are requesting discounts. Make as many copies of this page as needed, and number the completed pages to assure that they included a page as needed, and number the completed pages to assure that they included a page as needed, and number the completed pages to assure that they included a page as needed, and number the completed pages to assure that they included a page as needed, and number the complete pages to assure that they included a page as needed, and number the complete pages to assure that they included a page as needed, and number the complete pages to assure that they included a page as needed, and number decay, and the page provided. In the page as needed, and number appeal, etc.), check this box and enter the original FRN in the space provided: Internet Access	son: Chris Webber or Karla Hall	Contact Phone Number: (918) 445-0048			
etc.), check this box and enter the original FRN in the space provided: Category of Service (only ONE category should be checked)	:: Use one Block 5 page for EACH service (Funding Request Number) for whic ake as many copies of this page as needed, and number the completed pages	ch you are requesting s to assure that they FRN 2608252			
PRIORITY 1 PRIORITY 2 Telecommunications Service Internal Connections Other than Basic Maintenance Internet Access Basic Maintenance of Internal Connections 12 Form 470 Application Number 237940001161390 13 SPIN – Service Provider Identification Number 143008823 14 Service Provider Name SBC Long Distance, LLC. 15a V Check this box if this Funding Request is for non-contracted tariffed or month-to-month services. 15b Contract Number MTM 15c Check this box if this Funding Request is covered under a master contract (a contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider). 15d Check this box if this Funding Request is continuation of an FRN from a previous funding year based on a multi-year contract. If so, provide that FRN here: 16a Billing Account Number (e.g., billed telephone number) 16b Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page. 17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) (based on Form 470 filling) 18		under appeal,			
PRIORITY 1 Telecommunications Service Internal Connections Other than Basic Maintenance Internet Access Basic Maintenance of Internal Connections	y of Service (only ONE category should be checked)	23 Calculations			
Internet Access	_ '				
Internet Access					
12 Form 470 Application Number 237940001161390 SPIN - Service Provider Identification Number 143008823 14 Service Provider Name Servic	Access Basic Maintenance of Internal Connections		_		
13 SPIN - Service Provider Identification Number 143008823 14 Service Provider Name SBC Long Distance, LLC. 15a	••				
\$46.08 14 Service Provider Name SBC Long Distance, LLC. 15a Check this box if this Funding Request is for non-contracted tariffed or month-to-month services. 15b Contract Number MTM 15c Check this box if this Funding Request is covered under a master contract (a contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider). 15d Check this box if this Funding Request is a continuation of an FRN from a previous funding year based on a multi-year contract. If so, provide that FRN here: 16a Billing Account Number (e.g., billed telephone number) 16b Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page. 17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) (based on Form 470 filing)					
14 Service Provider Name D. Number of months service provided in funding year 12 E. Annual pre-discount amount for eligible recurring charges (C \$552.96 F. Annual non-recurring charges \$0.00 G. How much of the amount in F is ineligible? Non-Recurring \$0.00 I. Total funding year pre-discount amount for non-recurring charges 13 E. Annual pre-discount amount for eligible recurring charges (C \$552.96 F. Annual non-recurring charges \$0.00 G. How much of the amount in F is ineligible? Non-Recurring \$0.00 I. Total funding year pre-discount amount for non-recurring charges 15 Check this box if this Funding Request is a continuation of an FRN from a previous funding year based on a multi-year contract. If so, provide that FRN here: 16 Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page. 17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) (based on Form 470 filing)	N – Service Provider identification number				
12 E. Annual pre-discount amount for eligible recurring charges (C \$552.96 F. Annual non-recurring charges To Check this box if this Funding Request is for non-contracted tariffed or month- to-month services. 15b Contract Number MTM 15c Check this box if this Funding Request is covered under a master contract (a contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider). 15d Check this box if this Funding Request is a continuation of an FRN from a previous funding year based on a multi-year contract. If so, provide that FRN here: 16a Billing Account Number (e.g., billed telephone number) 18b Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page. 17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) (based on Form 470 filling) 18 Diagram from Plack 4 Moderbeat 183 0.00 1. Total Diagram from Plack 4 Moderbeat 183 0.00	008823		_		
SBC Long Distance, LLC. 15a Check this box if this Funding Request is for non-contracted tariffed or month-to-month services. 15b Contract Number MTM 15c Check this box if this Funding Request is covered under a master contract (a contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider). 15d Check this box if this Funding Request is a continuation of an FRN from a previous funding year based on a multi-year contract. If so, provide that FRN here: 16a Billing Account Number (e.g., billed telephone number) 16b Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page. 17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) (based on Form 470 filling)	vice Provider Name	B. Namber of monate service provided in failuring year			
SBC Long Distance, LLC. 15a Check this box if this Funding Request is for non-contracted tariffed or month-to-month services. 15b Contract Number MTM 15c Check this box if this Funding Request is covered under a master contract (a contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider). 15d Check this box if this Funding Request is a continuation of an FRN from a previous funding year based on a multi-year contract. If so, provide that FRN here: 16a Billing Account Number (e.g., billed telephone number) 16b Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page. 17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) (based on Form 470 filling)		12			
15a		E. Annual pre-discount amount for eligible recurring charges (C x D)		
to-month services. 15b Contract Number MTM 15c Check this box if this Funding Request is covered under a master contract (a contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider). 15d Check this box if this Funding Request is a continuation of an FRN from a previous funding year based on a multi-year contract. If so, provide that FRN here: 16a Billing Account Number (e.g., billed telephone number) 16b Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page. 17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) (based on Form 470 filling) 18 Description: \$0.00 G. How much of the amount in F is ineligible? \$0.00 H. Annual eligible pre-discount amount for non-recurring charge minus G) \$0.00 I. Total funding year pre-discount amount (E + H) \$552.96					
\$0.00 Solution So		F. Annual non-recurring charges			
MTM 15c		90.00			
15c Check this box if this Funding Request is covered under a master contract (a contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider). 15d Check this box if this Funding Request is a continuation of an FRN from a previous funding year based on a multi-year contract. If so, provide that FRN here: 16a Billing Account Number (e.g., billed telephone number) 16b Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page. 17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) (based on Form 470 filling) 18 Description: 18 Description: 19 On-Recurring Charges H. Annual eligible pre-discount amount for non-recurring chargeminus G) \$0.00 1. Total funding year pre-discount amount (E + H) \$552.96					
contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider). 15d	М	G. Flow indentity the amount in it is ineligible:			
previous funding year based on a multi-year contract. If so, provide that FRN here: 16a Billing Account Number (e.g., billed telephone number) 16b Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page. 17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) (based on Form 470 filling) 18 H. Annual eligible pre-discount amount for non-recurring chargeminus G) \$0.00 1. Total funding year pre-discount amount (E + H) \$552.96	gotiated by a third party, the terms and conditions of which are then made an eligible entity that purchases directly from the service provider).	Recurring \$0.00			
Solution		H. Annual eligible pre-discount amount for non-recurring charges (F			
16b L Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page. 17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) (based on Form 470 filling) Total	ling Account Number (e.g., billed telephone number)	minus G)			
complete list of those numbers to this page. 17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) (based on Form 470 filing) Total	Check this box if there are multiple Billing Assount Numbers and attach a	\$0.00			
(based on Form 470 filing) Total Lipscourt from Plock 4 Workshoot 93.00		I. Total funding year pre-discount amount (E + H)			
(based on Form 470 filing) Total L Discount from Block 4 Workshoot 93.00	wable Vendor Selection/Contract Date (mm/dd/yyyy)	\$552.96			
	sed on Form 470 filing)	Total Discount from Plack 4 Workshoot 93.00	_		
Charges 12/04/2013 K. Funding Commitment Request (I x J)	12/04/2013	Charges			
18 Contract Award Date (mm/dd/yyyy) \$458.96					
19 Service Start Date (mm/dd/yyyyy) 07/01/2014		1			
20a Service End Date (mm/dd/yyyy) 06/30/2015]			
Contract Expiration Date 20b (mm/dd/yyyy)					
21 Description of This Service: NOTE: All Item 21 Attachments must be filed before the close of the filing window. Attachment You MUST attach a description of the service, including a breakdown of components, costs, manufacturer name, make and model number. You must include any additional account or telephone numbers if the billed account has multiple numbers. Label the description with an Attachment Number, and note number in space provided.	T attach a description of the service, including a breakdown of components, co ade any additional account or telephone numbers if the billed account has mult	osts, manufacturer name, make and model number. You			
a. If the service is site-specific (provided to one site and not shared by others), list the Entity Number of the entity from Block 4 receiving this service:	and not shared by	y others), list the Entity Number of			
22 Entity/Entities Receiving This Service: the entity from Block 4 receiving this service: b. If the service is shared by all entities on a Block 4 worksheet, list the worksheet number (e.g., 1): 1658565					

Number: 139867 ct Person: Chris Webber or Karla Hall			Applicant's Form Identifier: Thackerville Y17 Contact Phone Number: (918) 445-0048			
		Contact P				
ck 5 24	(Continued): Description of Broadband and funding request	d other Connectivity Services	Ordered for Schools and Libraries from this			
	Complete the information below for this fur purpose of <u>providing broadband and other</u>		unications Services or Internet Access for the ry facilities.			
ᅜ	Check this box if this request is for service funding request is for internal connections,		and or connectivity. For instance, check the box if this es like e-mail or phone service.			
а	Which technology(ies) and speed(s) are being provided in this Funding Request? Please list the number of lines and average download speed for the lines included in this funding request. If there are multiple download speeds for the lines within one type of broadband connection, this form provides two additional lines per broadband connection category. If you need additional space, please makes copies of this page and number the completed pages to assure that they are all processed correctly. A response to this Item is not a substitute for a complete response to Item 21 but should be consistent with the description of services in the response to Item 21. Please ask your service provider if you need assistance.					
	Type of Connection	Number of lines included in this FRN	Download speed per line in Mbps			
b	If the Internet service is available to studer	, , , ,				
	If the access is provided by wired connections, approximately what percentage of the school classroom or public library rooms included in the Block 4 worksheet for this FRN will have access to wired drops?%					
		I connections, approximately what percent to this FRN will have access to a Wi-Fi s	age of the school classroom or public library rooms ignal?%			
С	2. If the access is provided by Wi-F included in the Block 4 workshee	I connections, approximately what percent to this FRN will have access to a Wi-Fi s to the connections in this FRN include the	age of the school classroom or public library rooms			

			Applicant's Form Identifier: Thackerville Y17			
			Contact Phone Number: (918) 445-0048			
Block 5: Discount Funding Request(s) Instructions: Use one Block 5 page for EACH service (Funding Request Number) for which y discounts. Make as many copies of this page as needed, and number the completed pages to are all processed correctly.						
10 If this is a duplicate Funding Request (e.g., of an FRN that is not yet approve etc.), check this box and enter the original FRN in the space provided:	ed, unde	r appeal,				
11 Category of Service (only ONE category should be checked)		23	Calculations			
PRIORITY 1 PRIORITY 2	$\neg \blacksquare$		A. Monthly charges (total amount per month for service)			
▼ Telecommunications Service Internal Connections Other than Basic Maintena	ance		\$62.38			
☐ Internet Access ☐ Basic Maintenance of Internal Connections			B. How much of the amount in A is ineligible?			
12 Form 470 Application Number			\$0.00			
237940001161390 13 SPIN – Service Provider Identification Number		Recurring	C. Eligible monthly pre-discount amount (A minus B)			
		Charges	\$62.38			
143025240 14 Service Provider Name			D. Number of months service provided in funding year			
14 Service Provider Name			12			
			E. Annual pre-discount amount for eligible recurring charges (C x D)			
AT&T Mobility			\$748.56			
15a	onth-		F. Annual non-recurring charges			
15b Contract Number			\$0.00			
мтм			G. How much of the amount in F is ineligible?			
15c						
		Non- Recurring	\$0.00			
		Charges				
previous funding year based on a multi-year contract. If so, provide that FRN here:			H. Annual eligible pre-discount amount for non-recurring charges (F minus G)			
16a Billing Account Number (e.g., billed telephone number)			illillus G)			
_			\$0.00			
16b Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page.			I. Total funding year pre-discount amount (E + H)			
17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy)			\$748.56			
(based on Form 470 filing)		Fotal Charges	J. Discount from Block 4 Worksheet 83.00			
12/04/2013		ŭ	K. Funding Commitment Request (I x J)			
18 Contract Award Date (mm/dd/yyyy)			\$621.30			
19 Service Start Date (mm/dd/yyyy) 07/01/2014						
20a Service End Date (mm/dd/yyyy) 06/30/2015						
Contract Expiration Date	-					
20b (mm/dd/yyyy)						
21 Description of This Service: NOTE: All Item 21 Attachments must be filed I You MUST attach a description of the service, including a breakdown of components must include any additional account or telephone numbers if the billed account has n Number, and note number in space provided.	s, costs, r	manufactu	irer name, make and model number. You			
			provided to one site e Entity Number of			
22 Entity/Entities Receiving This Service: the entity from						
b. If the servic worksheet, list			entities on a Block 4 mber (e.g., 1): 1658565			
Worksheet, not			(1.3., ./.			

	r: 139867		nt's Form Identifier: Thackerville Y17				
t Perso	on: Chris Webber or Karla Hall	Contac	t Phone Number: (918) 445-0048				
ck 5 24	(Continued): Description of Broadband as funding request	nd other Connectivity Service	s Ordered for Schools and Libraries from this				
		funding request only if requesting Telecon er types of connectivity to school and/or lit	imunications Services or Internet Access for the rary facilities.				
굣	Check this box if this request is for services or equipment that do not provide broadband or connectivity. For instance, check the box if this funding request is for internal connections, basic maintenance, or requests for services like e-mail or phone service.						
а	Which technology(ies) and speed(s) are being provided in this Funding Request? Please list the number of lines and average download speed for the lines included in this funding request. If there are multiple download speeds for the lines within one type of broadband connection, this form provides two additional lines per broadband connection category. If you need additional space, please makes copies of this page and number the completed pages to assure that they are all processed correctly. A response to this Item is not a substitute for a complete response to Item 21 but should be consistent with the description of services in the response to Item 21. Please ask your service provider if you need assistance.						
	Type of Connection	Number of lines included in this FRN	Download speed per line in Mbps				
b		ents or patrons in more than just a single					
	If the access is provided by wired connections, approximately what percentage of the school classroom or public library rooms included in the Block 4 worksheet for this FRN will have access to wired drops?% Continue of the school classroom or public library rooms included in the Block 4 worksheet for this FRN will have access to wired drops?%						
		-FI connections, approximately what perce eet for this FRN will have access to a Wi-F	ntage of the school classroom or public library rooms isignal?%				

Contact Phone Number: (1919 445-9048 Biolick S: Discount Prunting Request) Internations: Use one Block 3 page for CACH service (Funding Request Number) for which you are recepted plages to assure that they are all processed concretely. If this is a duplicate Funding Request (e.g., of an FRN that is not yet approved, under appeal. It Category of Service (only ONE category should be checked) FRIORITY 1	Entity Number: 139867	Applicant's Form Identifier: Thackerville Y17					
Instructions: Use one Block 5 page for EACH service (Funding Request Number) for which you are requesting for locations. Make a many copies of this page as needed, and mirror the completed pages to assure that they (10 First Plan as a processed correcty). 10 First Plan as a processed correcty. 11 Category of Service (only ONE category should be checked) 12 Form 470 Application Number 13 SPIN - Service (any ONE category should be checked) 14 Service Provider Identification Number 15 Form 470 Application Identification Number 14 Service Provider Identification Number 15 Form Are Identification Number 16 Check this box if this Funding Request is for non-contracted tariffed or month-to-month services. 16 Check this box if this Funding Request is covered under a master contract (a contract negligible to an eligible requiring Request is covered under a master contract (a contract negligible to an eligible requiring Request is covered under a master contract (a contract negligible requiring Request is covered under a master contract (a contract negligible requiring Request is covered under a master contract (a contract negligible requiring Request is covered under a master contract (a contract negligible requiring Request is covered under a master contract (a contract negligible requiring Charges (C x D) 15 Check this box if this Funding Request is covered under a master contract (a contract negligible requiring Request is covered under a master contract (a contract negligible requiring Charges) 16 Check this box if the requiring Request is covered under a master contract (a contract negligible requiring Charges) 17 Allowable value of this box if the funding Request is covered under a master contract (a contract negligible requiring Charges) 18 Contra				Contact Phone Number: (918) 445-0048			
etc.), check this box and enter the original FRN in the space provided: Calculations PRIORITY 1	Instructions: Use one Block 5 page for EACH service (Funding Request Number) for which y discounts. Make as many copies of this page as needed, and number the completed pages to are all processed correctly.				FRN 2608259		
PRIORITY 2 Telecommunications Service Provider Connections Other than Basic Maintenance Provider Manager (Internal Connections) 12 Form 479 Application Number 237940001161390 13 SPIN - Service Provider Identification Number 143001192 14 Service Provider Identification Number 143001192 15 SPIN - Service Provider Identification Number 15 Contract Number 15 Contract Number 15 Contract Number 16 Check this box if this Funding Request is for non-contracted sariffed or month-to-month services. 16 Check this box if this Funding Request is covered under a master contract (a contract regolated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider. 16 Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page. 17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) (based on Form 470 filling) 12042013 18 Contract Award Date (mm/dd/yyyy) 19 Service Start Date (mm/dd/yyyy) 10 Service Start Date (mm/dd/yyyy) 20 Service Start Date (mm/dd/yyyy) 21 Service Table (mm/dd/yyyy) 22 Service Start Date (mm/dd/yyyy) 23 Service End Date (mm/dd/yyyy) 24 Service End Date (mm/dd/yyyy) 25 Service Start Date (mm/dd/yyyy) 26 Service Start Date (mm/dd/yyyy) 27 Service Start Date (mm/dd/yyyy) 28 Service Start Date (mm/dd/yyyy) 29 Service Start Date (mm/dd/yyyy) 20 Service Start Date (mm/dd/yyyy) 20 Service Start Date (mm/dd/yyyy) 21 Service Start Date (mm/dd/yyyy) 22 Service Start Date (mm/dd/yyyy) 23 Service Start Date (mm/dd/yyyy) 24 Service Start Date (mm/dd/yyyy) 25 Service Start Date (mm/dd/yyyy) 26 Service Start Date (mm/dd/yyyy) 27 Service Start Date (mm/dd/yyyy) 28 Service Start Date (mm/dd/yyyy) 29 Service Start Date (mm/dd/yyyy) 20 Service Start Date (mm/dd/yyyy) 20 Service Start Date (mm/dd/yyyy) 21 Service Start Date (mm/dd/yyyy) 22 Service Start Date (mm/dd/yyyy) 23 Service Start Date (mm/dd/yyyy) 24 Service Start Date (mm/dd/yyyy) 25 Service S	10 If this is a duplicate Funding Request (e.g., of an FRN that is no etc.), check this box and enter the original FRN in the space pro						
PRIORITY Telecommunications Service Telecommunications Service Enasis Maintenance of Internal Connections	11 Category of Service (only ONE category should be checked)		23	Calculat	tions		
Signature Sign	III— '	sic Maintenance		A. Mont	thly charges (total amount per month for service)		
12 Form 470 Application Number 237940001161390 13 SPIN - Service Provider Identification Number 143001192 14 Service Provider Mame AT&T Corp. 15a	<u>-</u>			9	\$3,982.80		
3 SPIN - Service Provider Identification Number 143001192 14 Service Provider Name AT&T Corp. 15a		ections		B. How	much of the amount in A is ineligible?		
13 SPIN - Service Provider Identification Number 143001192 14 Service Provider Name 2							
14 Service Provider Name 15 FO Check this box if this Funding Request is for non-contracted tariffed or month-to-month services. 15 FO Check this box if this Funding Request is covered under a master contract (a contract regional by a thing party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider). 16 FO Check this box if this Funding Request is covered under a master contract (a contract neglotise thit) that purchases directly from the service provider). 16 FO Check this box if the surface provider is a continuation of an FRN from a previous funding year based on a multi-year contract. If so, provide that FRN here: 16 Billing Account Number (e.g., billed telephone number) 16 FO Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page. 17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) 19 Service Start Date (mm/dd/yyyy) 20 Service Start Date (mm/dd/yyyy) 21 Description of This Service: NOTE: All Item 21 Attachments must be filed before the close of the filing window. 21 Description of This Service: NOTE: All Item 21 Attachments must be filed before the close of the filing window. Attachment You must include any additional account to telephone numbers if the biled account has multiple numbers. Label the description with an Attachment 4 Number, and note number in space provided.				C. Eligil	ble monthly pre-discount amount (A minus B)		
AT&T Corp. 15a			Orlanges	9	\$3,982.80		
AT&T Corp. 15a Check this box if this Funding Request is for non-contracted tariffed or monthor-month services. 15b Contract Number MTM 15c Check this box if this Funding Request is covered under a master contract (a contract negotated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider). 15d Check this box if this Funding Request is a continuation of an FRN from a previous funding year based on a multi-year contract. If so, provide that FRN here: 16a Billing Account Number (e.g., billed telephone number) 17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) 18 Contract Award Date (mm/dd/yyyy) 19 Service Start Date (mm/dd/yyyy) 19 Service Start Date (mm/dd/yyyy) 20 Service End Date (mm/dd/yyyy) 21 Description of This Service: NOTE: All Item 21 Attachments must be filed before the close of the filing window. Attachment You MUST attach a description of the service, including a breakdown of components, costs, manufacturer name, make and model number. You multist count has multiple numbers to this space. 22 Entity/Entities Receiving This Service: 15				D. Num	ber of months service provided in funding year		
AT8.T Corp. 15a	14 Service Provider Name			l ,	12		
AT8.T Corp. 15a				F Anni	ral pre-discount amount for eligible recurring charges (C v D)		
15a Check this box if this Funding Request is for non-contracted tariffed or month-to-month services. 15b Contract Number MTM	AT&T Corp						
to-month services. 15b Contract Number MTM 15c Check this box if this Funding Request is covered under a master contract (a contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider). 15d Check this box if this Funding Request is a continuation of an FRN from a previous funding year based on a multi-year contract. If so, provide that FRN here: 16a Billing Account Number (e.g., billed telephone number) 16b Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page. 17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) (based on Form 470 filing) 12/04/2013 18 Contract Award Date (mm/dd/yyyy) 07/01/2014 20a Service End Date (mm/dd/yyyy) 06/30/2015 Contract Expiration Date 20b (mm/dd/yyyy) 21 Description of This Service: NOTE: All Item 21 Attachments must be filed before the close of the filing window. Attachment You MUST attach a description of the service, including a breakdown of components, costs, manufacturer name, make and model number. You must include any additional account or telephone numbers if the billed account has multiple numbers. Label secreption with an Attachment Number, and note number in space provided. 21 Entity/Entities Receiving This Service: 22 Entity/Entities Receiving This Service: 23 Entity/Entities Receiving This Service:		ariffad ar maanth					
MTM 15c		anned or month-		F. Annu	al non-recurring charges		
15c Check this box if this Funding Request is covered under a master contract (a contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider). 15d Check this box if this Funding Request is a continuation of an FRN from a previous funding year based on a multi-year contract. If so, provide that FRN here: 16a Billing Account Number (e.g., billed telephone number) 16b Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page. 17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) (based on Form 470 filling) 12/04/2013 18 Contract Award Date (mm/dd/yyyy) 07/01/2014 20a Service End Date (mm/dd/yyyy) 06/30/2015 Contract Expiration Date 20b (mm/dd/yyyy) 21 Description of This Service: NOTE: All Item 21 Attachments must be filed before the close of the filling window. Attachment You MUST attach a description of the service, including a breakdown of components, costs, manufacturen name, make and model number. You must include any additional account or telephone numbers if the billed account has multiple numbers. Label the description with an Attachment Number, and note number in space provided. 22 Entity/Entities Receiving This Service: 23 Entity/Entities Receiving This Service: 24 Entity/Entities Receiving This Service: 25 Entity/Entities Receiving This Service:	15b Contract Number			9	00.00		
15c	MTM	14774		G. How	much of the amount in F is ineligible?		
contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider). 15d							
available to an eligible entity that purchases directly from the service provider). 15d	contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider). 15d			9	00.00		
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16a Billing Account Number (e.g., billed telephone number) 16b Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page. 17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) (based on Form 470 filling) 12/04/2013 18 Contract Award Date (mm/dd/yyyy) 19 Service Start Date (mm/dd/yyyy) 07/01/2014 20a Service End Date (mm/dd/yyyy) 06/30/2015 Contract Expiration Date 20b (mm/dd/yyyy) 21 Description of This Service: NOTE: All Item 21 Attachments must be filed before the close of the filing window. Attachment You MUST attach a description of the service, including a breakdown of components, costs, manufacturer name, make and model number. You must include any additional account or telephone numbers if the billed account has multiple numbers. Label the description with an Attachment 4 Number, and note number in space provided. 22 Entity/Entities Receiving This Service:			ľ	■ Appl	ual eligible are discount amount for non recurring charges (F		
16b							
16	loa Billing Account Number (e.g., billed telephone number)						
Complete list of those numbers to this page.	_			9	00.00		
17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) (based on Form 470 filing) 12/04/2013 18 Contract Award Date (mm/dd/yyyy) 19 Service Start Date (mm/dd/yyyy) 07/01/2014 20a Service End Date (mm/dd/yyyy) 06/30/2015 Contract Expiration Date 20b (mm/dd/yyyy) 21 Description of This Service: NOTE: All Item 21 Attachments must be filed before the close of the filing window. Attachment You MUST attach a description of the service, including a breakdown of components, costs, manufacturer name, make and model number. You must include any additional account or telephone numbers if the billed account has multiple numbers. Label the description with an Attachment Number, and note number in space provided. Contract Expiration Date	16b L Check this box if there are multiple Billing Account Numbers a	nd attach a		I. Total	funding year pre-discount amount (E + H)		
(based on Form 470 filing) 12/04/2013 18 Contract Award Date (mm/dd/yyyy) 19 Service Start Date (mm/dd/yyyy) 20a Service End Date (mm/dd/yyyy) 06/30/2015 Contract Expiration Date 20b (mm/dd/yyyy) 21 Description of This Service: NOTE: All Item 21 Attachments must be filed before the close of the filing window. Attachment You MUST attach a description of the service, including a breakdown of components, costs, manufacturer name, make and model number. You must include any additional account or telephone numbers if the billed account has multiple numbers. Label the description with an Attachment Number, and note number in space provided. A. If the service is site-specific (provided to one site and not shared by others), list the Entity Number of the entity from Block 4 receiving this service: D. If the service is shared by all entities on a Block 4				Ι,	047.700.00		
18 Contract Award Date (mm/dd/yyyy) 19 Service Start Date (mm/dd/yyyy) 20a Service End Date (mm/dd/yyyy) 06/30/2015 Contract Expiration Date 20b (mm/dd/yyyy) 21 Description of This Service: NOTE: All Item 21 Attachments must be filed before the close of the filing window. Attachment You MUST attach a description of the service, including a breakdown of components, costs, manufacturer name, make and model number. You must include any additional account or telephone numbers if the billed account has multiple numbers. Label the description with an Attachment Number, and note number in space provided. 2 Entity/Entities Receiving This Service: a. If the service is site-specific (provided to one site and not shared by others), list the Entity Number of the entity from Block 4 receiving this service: b. If the service is shared by all entities on a Block 4							
18 Contract Award Date (mm/dd/yyyy) 19 Service Start Date (mm/dd/yyyy) 20a Service End Date (mm/dd/yyyy) 06/30/2015 Contract Expiration Date 20b (mm/dd/yyyy) 21 Description of This Service: NOTE: All Item 21 Attachments must be filed before the close of the filing window. Attachment You MUST attach a description of the service, including a breakdown of components, costs, manufacturer name, make and model number. You must include any additional account or telephone numbers if the billed account has multiple numbers. Label the description with an Attachment Number, and note number in space provided. 2 Entity/Entities Receiving This Service: a. If the service is site-specific (provided to one site and not shared by others), list the Entity Number of the entity from Block 4 receiving this service: b. If the service is shared by all entities on a Block 4	10/04/0040		Charges	_			
20a Service End Date (mm/dd/yyyy) 06/30/2015 Contract Expiration Date 20b (mm/dd/yyyy) 21 Description of This Service: NOTE: All Item 21 Attachments must be filed before the close of the filing window. Attachment You MUST attach a description of the service, including a breakdown of components, costs, manufacturer name, make and model number. You must include any additional account or telephone numbers if the billed account has multiple numbers. Label the description with an Attachment Number, and note number in space provided. 22 Entity/Entities Receiving This Service: a. If the service is site-specific (provided to one site and not shared by others), list the Entity Number of the entity from Block 4 receiving this service: b. If the service is shared by all entities on a Block 4							
20a Service End Date (mm/dd/yyyy) 06/30/2015 Contract Expiration Date 20b (mm/dd/yyyy) 21 Description of This Service: NOTE: All Item 21 Attachments must be filed before the close of the filing window. Attachment You MUST attach a description of the service, including a breakdown of components, costs, manufacturer name, make and model number. You must include any additional account or telephone numbers if the billed account has multiple numbers. Label the description with an Attachment Number, and note number in space provided. 22 Entity/Entities Receiving This Service: a. If the service is site-specific (provided to one site and not shared by others), list the Entity Number of the entity from Block 4 receiving this service: b. If the service is shared by all entities on a Block 4	19 Service Start Date (mm//dd/vvvv)						
Contract Expiration Date 20b (mm/dd/yyyy) 21 Description of This Service: NOTE: All Item 21 Attachments must be filed before the close of the filing window. Attachment You MUST attach a description of the service, including a breakdown of components, costs, manufacturer name, make and model number. You must include any additional account or telephone numbers if the billed account has multiple numbers. Label the description with an Attachment Number, and note number in space provided. 22 Entity/Entities Receiving This Service: a. If the service is site-specific (provided to one site and not shared by others), list the Entity Number of the entity from Block 4 receiving this service: b. If the service is shared by all entities on a Block 4	07/01/2014						
21 Description of This Service: NOTE: All Item 21 Attachments must be filed before the close of the filing window. Attachment You MUST attach a description of the service, including a breakdown of components, costs, manufacturer name, make and model number. You must include any additional account or telephone numbers if the billed account has multiple numbers. Label the description with an Attachment Anumber, and note number in space provided. a. If the service is site-specific (provided to one site and not shared by others), list the Entity Number of the entity from Block 4 receiving this service: b. If the service is shared by all entities on a Block 4							
You MUST attach a description of the service, including a breakdown of components, costs, manufacturer name, make and model number. You must include any additional account or telephone numbers if the billed account has multiple numbers. Label the description with an Attachment A Number, and note number in space provided. 2 Entity/Entities Receiving This Service: a. If the service is site-specific (provided to one site and not shared by others), list the Entity Number of the entity from Block 4 receiving this service: b. If the service is shared by all entities on a Block 4							
22 Entity/Entities Receiving This Service: and not shared by others), list the Entity Number of the entity from Block 4 receiving this service: b. If the service is shared by all entities on a Block 4	You MUST attach a description of the service, including a breakdown of must include any additional account or telephone numbers if the billed a	components, costs	s, manufact	urer name	e, make and model number. You		
22 Entity/Entities Receiving This Service: the entity from Block 4 receiving this service: b. If the service is shared by all entities on a Block 4							
b. If the service is shared by all entities on a Block 4	II.						
	22 Emily/Emilios Resolving Time Service:						

Number: 139867 t Person: Chris Webber or Karla Hall		Applicant's Form Identifier: Thackerville Y17 Contact Phone Number: (918) 445-0048					
ck 5	(Continued):	nectivity Services Ordered for Schools and Libraries from this					
24	funding request	mooning continue cracion for contains and Librarios from the					
	Complete the information below for this funding request on purpose of providing broadband and other types of connections.	$\frac{1}{1}$ if requesting Telecommunications Services or Internet Access for the $\frac{1}{1}$ to school and/or library facilities.					
	Check this box if this request is for services or equipment that do <u>not</u> provide broadband or connectivity. For instance, check the box if this funding request is for internal connections, basic maintenance, or requests for services like e-mail or phone service.						
а	Which technology(ies) and speed(s) are being provided in this Funding Request? Please list the number of lines and average download speed for the lines included in this funding request. If there are multiple download speeds for the lines within one type of broadband connection, this form provides two additional lines per broadband connection category. If you need additional space, please makes copies of this page and number the completed pages to assure that they are all processed correctly. A response to this Item is not a substitute for a complete response to Item 21 but should be consistent with the description of services in the response to Item 21. Please ask your service provider if you need assistance.						
	Type of Connection	Number of lines Download speed per included in this FRN line in Mpps					
	Fiber optic/OC-x	13 9					
b	If the Internet service is available to students or patrons in	more than just a single location or office, please indicate:					
	If the access is provided by wired connections, approximately what percentage of the school classroom or public library rooms included in the Block 4 worksheet for this FRN will have access to wired drops?100_%						
		· · · · · · · · · · · · · · · · · · ·					
	If the access is provided by Wi-FI connections, application included in the Block 4 worksheet for this FRN wi	pproximately what percentage of the school classroom or public library rooms					

Entity Number: 139867 Apr			Applicant's Form Identifier: Thackerville Y17			
Contact Person: Chris Webber or Karla Hall			Contact Phone Number: (918) 445-0048			
Block 5: Discount Funding Request(s) Instructions: Use one Block 5 page for EACH service (Funding Request Number) for which y discounts. Make as many copies of this page as needed, and number the completed pages to are all processed correctly.						
10	not yet approved, un provided:	der appeal,				
11 Category of Service (only ONE category should be checked)		23	Calcula	ations		
PRIORITY 1 PRIORITY 2 ☐ Telecommunications Service ☐ Internal Connections Other than B ☑ Internet Access ☐ Basic Maintenance of Internal Co				nthly charges (total amount per month for service) \$0.00		
12 Form 470 Application Number			B. How	w much of the amount in A is ineligible?		
				\$0.00		
909860001051267		Recurring	C. Eligi	ible monthly pre-discount amount (A minus B)		
13 SPIN – Service Provider Identification Number		Charges		\$0.00		
143027725				nber of months service provided in funding year		
14 Service Provider Name				institution and sections provided in randing year		
			L	12		
			E. Ann	ual pre-discount amount for eligible recurring charges (C x D)		
Gabbart Enterprises LLC				\$0.00		
15a Check this box if this Funding Request is for non-contracted to-month services.	d tariffed or month-		F. Ann	ual non-recurring charges		
15b Contract Number				\$3,255.00		
				v much of the amount in F is ineligible?		
N/A						
15c Check this box if this Funding Request is covered under a master contract (a contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider). 15d Check this box if this Funding Request is a continuation of an FRN from a		Non- Recurring Charges		\$0.00		
previous funding year based on a multi-year contract. If so, provide that 2426273	FRN here:		H. Ann minus G	ual eligible pre-discount amount for non-recurring charges (F		
16a Billing Account Number (e.g., billed telephone number)				''		
2g / 1000 a.m. 112201 (e.g., 200 totophono names.)				\$3,255.00		
16b				funding year pre-discount amount (E + H)		
17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy)		Total		\$3,255.00		
(based on Form 470 filing)		Charges	J. Disc	ount from Block 4 Worksheet 83.00		
11/15/2012				ding Commitment Request (I x J) \$2,701.65		
18 Contract Award Date (mm/dd/yyyy) 01/28/2013						
19 Service Start Date (mm/dd/yyyy) 07/01/2014						
20a Service End Date (mm/dd/yyyy)						
Contract Expiration Date						
20b (mm/dd/yyyy) 06/30/2015						
21 Description of This Service: NOTE: All Item 21 Attachments You MUST attach a description of the service, including a breakdown must include any additional account or telephone numbers if the billed Number, and note number in space provided.	of components, costs	s, manufact	urer name	e, make and model number. You		
	A. If the service is sit and not shared by other the entity from Block	thers), list t	ne Entity I	Number of		
	 b. If the service is sh worksheet, list the w 					

Number: 139867		Applican	Applicant's Form Identifier: Thackerville Y17			
ct Person: Chris Webber or Karla Hall		Contact F	Phone Number: (918) 445-0048			
ock 5 24	(Continued): Description of Broadband and funding request	other Connectivity Services	Ordered for Schools and Libraries from this			
	Complete the information below for this fund purpose of <u>providing broadband and other t</u>		unications Services or Internet Access for the ry facilities.			
፟	Check this box if this request is for services funding request is for internal connections,		and or connectivity. For instance, check the box if this es like e-mail or phone service.			
a	Which technology(ies) and speed(s) are being provided in this Funding Request? Please list the number of lines and average download speed for the lines included in this funding request. If there are multiple download speeds for the lines within one type of broadband connection, this form provides two additional lines per broadband connection category. If you need additional space, please makes copies of this page and number the completed pages to assure that they are all processed correctly. A response to this Item is not a substitute for a complete response to Item 21 but should be consistent with the description of services in the response to Item 21. Please ask your service provider if you need assistance.					
	Type of Connection	Number of lines included in this FRN	Download speed per line in Mbps			
b	included in the Block 4 worksheet	connections, approximately what percent for this FRN will have access to wired dr	age of the school classroom or public library rooms			
		connections, approximately what percent for this FRN will have access to a Wi-Fi s	age of the school classroom or public library rooms ignal?%			
c	_		last mile connection to the school or library? ☐ Yes ☐ No			

			Applicant's Form Identifier: Thackerville Y17			
Contact Person: Chris Webber or Karla Hall	Contact Phone Number: (918) 445-0048					
Block 5: Discount Funding Request(s) Instructions: Use one Block 5 page for EACH service (Funding Request Number) for which y						
discounts. Make as many copies of this page as needed, and number the completed pages to are all processed correctly.			they FRN 2608287 (to be assigned by administrator)			
10 If this is a duplicate Funding Request (e.g., of an FRN that is not yet approved, tetc.), check this box and enter the original FRN in the space provided:	under ap	peal,				
11 Category of Service (only ONE category should be checked)		23	Calculations			
E PRIORITY 4	,		A. Monthly charges (total amount per month for service)			
PRIORITY 1 PRIORITY 2 Telecommunications Service Internal Connections Other than Basic Maintenance						
	ł III		\$4,237.50			
✓ Internet Access ✓ Basic Maintenance of Internal Connections	∐ ∥		B. How much of the amount in A is ineligible?			
12 Form 470 Application Number			\$0.00			
237940001161390	Recu	ırring	C. Eligible monthly pre-discount amount (A minus B)			
13 SPIN – Service Provider Identification Number	Char					
143035519			\$4,237.50			
14 Service Provider Name			D. Number of months service provided in funding year			
			12			
			E. Annual pre-discount amount for eligible recurring charges (C x D)			
Meet Point Networks LLC	ᆀ		\$50,850.00			
15a Check this box if this Funding Request is for non-contracted tariffed or month-	- 111		F. Annual non-recurring charges			
to-month services. 15b Contract Number	╢		\$500.00			
15b Contract Number			G. How much of the amount in F is ineligible?			
N/A	╝		G. Flow much of the amount in 1 is mengione:			
15c Check this box if this Funding Request is covered under a master contract (a			\$0.00			
contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider).		ırring	φυ.υ υ			
15d Check this box if this Funding Request is a continuation of an FRN from a	Char	ges				
previous funding year based on a multi-year contract. If so, provide that FRN here:	╝		H. Annual eligible pre-discount amount for non-recurring charges (F minus G)			
16a Billing Account Number (e.g., billed telephone number)			minus G)			
			\$500.00			
16b \square Check this box if there are multiple Billing Account Numbers and attach a	⊪—		1. Total funding year pre-discount amount (E + H)			
complete list of those numbers to this page.	╢		1. Total fulfulling year pre-discount amount (E + 11)			
17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) (based on Form 470 filing)			\$51,350.00			
(based on Form 470 ming)	Total Char		J. Discount from Block 4 Worksheet 83.00			
12/04/2013			K. Funding Commitment Request (I x J)			
18 Contract Award Date (mm/dd/yyyy) 01/06/2014			\$42,620.50			
19 Service Start Date (mm/dd/yyyy) 07/01/2014	7					
20a Service End Date (mm/dd/yyyy)	1					
Contract Fireiration Pate	-					
Contract Expiration Date 20b (mm/dd/yyyy)						
06/30/2019						
21 Description of This Service: NOTE: All Item 21 Attachments must be filed before						
You MUST attach a description of the service, including a breakdown of components, commust include any additional account or telephone numbers if the billed account has multiple.						
Number, and note number in space provided.	pio mumi	,013.	Labor tro docompton with an Attaoriment			
a. If the service is						
and not shared by	others),	list th	e Entity Number of			
22 Entity/Entities Receiving This Service: the entity from Blo		_				
b. If the service is worksheet, list the			entities on a Block 4 mber (e.g., 1): 1658565			
worksheet, hat the	orkonc	. J. 110				

	or: 139867 on: Chris Webber or Karla Hall	Applicant's Form Identifier: Thackerville Y17 Contact Phone Number: (918) 445-0048	
ck 5 24	(Continued): Description of Broadband and other Confunding request	nectivity Services Ordered for Schools and Librar	ies from this
	Complete the information below for this funding request only purpose of providing broadband and other types of connections.	<u>lly</u> if requesting Telecommunications Services or Internet Access for <u>tivity</u> to school and/or library facilities.	r the
	Check this box if this request is for services or equipment the funding request is for internal connections, basic maintenar	hat do not provide broadband or connectivity. For instance, check the lnce, or requests for services like e-mail or phone service.	pox if this
а	for the lines included in this funding request. If there are mu form provides two additional lines per broadband connection number the completed pages to assure that they are all pro-	this Funding Request? Please list the number of lines and average dow ultiple download speeds for the lines within one type of broadband con on category. If you need additional space, please makes copies of this pocessed correctly. A response to this Item is not a substitute for a comp services in the response to Item 21. Please ask your service provider if	nection, this page and plete response
	Type of Connection	Number of lines Downloa included in this FRN line in M	d speed per
	Fiber optic/OC-x	1 20	
b	If the Internet service is available to students or patrons in I	more than just a single location or office, please indicate:	
	If the access is provided by wired connections, ap included in the Block 4 worksheet for this FRN wi	pproximately what percentage of the school classroom or public library ill have access to wired drops?100_%	rooms
	If the access is provided by Wi-FI connections, ap included in the Block 4 worksheet for this FRN wi	pproximately what percentage of the school classroom or public library ill have access to a Wi-Fi signal?100_%	rooms

Entity Number: 139867 Applicant's Form Identifier: Thackerville Y17 Contact Person: Chris Webber or Karla Hall Contact Phone Number: (918) 445-0048 **Block 6: Certifications and Signature** 25 🔽 I certify that the entities listed in Block 4 of this application are eligible for support because they are: (Check one or both.) a 🗹 schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million; and/or b 🗔 libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools, including, but not limited to, elementary, secondary schools, colleges, or universities. 26 🔽 I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed on this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s). Total funding year pre-discount amount on this Form 471 111308.84 (Add the entries from Items 23I on all Block 5 Discount Funding Requests.) Total funding commitment request amount on this Form 471 (Add the entries from Items 23K on all Block 5 Discount Funding Requests.) 92386.34 Total applicant non-discount share 18922.5 (Subtract Item 26b from Item 26a.) Total budgeted amount allocated to resources not eligible for E-rate support 20000 Total amount necessary for the applicant to pay the non-discount share of the services requested on this application AND to secure access to the resources necessary to make effective use of the discounts. (Add Items 26c and 26d.) 38922 5 Check this box if you are receiving any of the funds in Item 26e directly from a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year, or if a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds in Item 26e. I certify that, if required by Commission rules, all of the individual schools and libraries receiving services under this form are covered by technology plans that do or will cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body or an SLD-certified technology plan approver prior to the commencement of service. Or I certify that no technology plan is required by Commission rules. 28 🗹 I certify that (if applicable) I posted my Form 470 and (if applicable) made any related RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology plan 29 🔽 I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them. 30 🔽 I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. §§ 54.500, 54.513. Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of

anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent

31 V I certify that I and the entity(ies) I represent have complied with all program rules, including recordkeeping requirements, and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts covering all of the services listed on this Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

thereof or any consultant in connection with this request for services.

Entity	lumber: 139867 Applicant's Form Identifier: Thackerville Y17				
Conta	ct Person: Chris Webber or Karla Hall	Contact Phone Number: (918) 445-0048			
Bloc	k 6: Certification and Signature (Continued)				
32	I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.				
33	I certify that I will retain required documents for a period of at least five years (or whatever retention period is required by the rules in effect at the time of this certification) after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.				
34	I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.				
35	I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or the entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.				
36	I certify that if any of the Funding Requests on this Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504(g)(1), (2).				
37	I certify that this funding request does not constitute a request for internal connections services, except basic maintenance services, in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years as required by the Commission's rules at 47 C.F.R. § 54.506(c).				
38	I certify that the non-discount portion of the costs for eligible services will not be services featured on this Form 471 are net of any rebates or discounts offered be rule, the provision, by the provider of a supported service, of free services or provided of the cost of the supported services.	y the service provider. I acknowledge that, for the purpose of this			
39	Signature of authorized person	40 Date 03/20/2014			
41	Printed name of authorized person Chris Webber				
42	Title or position of authorized person Consultant				
	☐ Check here if the consultant in Item 6g is the Authorized Person.				
43a	Street Address, P.O. Box, or Route Number PO Box 701713				
	City Tulsa State OK Zip Code 74170-1713				

Entity Number: 139867 Applicant's Form Identifier: Thackerville Y17 Contact Person: Chris Webber or Karla Hall Contact Phone Number: (918) 445-0048 Telephone Number Ext of authorized (918) 445-0048 Fax Number of Authorized Person (918) 445-0049 43d E-mail Address of authorized Person info@crwconsulting.com Re-enter E-mail Address info@crwconsulting.com Name of Authorized **CRW** Consulting Person's Employer

NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R.§ 54.504(c). The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C.§ 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47C.F.R.§ 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public.

If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:

SLD-Form 471 P.O. Box 7026 Lawrence, Kansas 66044-7026

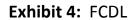
For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:

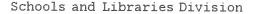
SLD Forms ATTN: SLD Form 471 3833 Greenway Drive Lawrence, Kansas 66046 (888) 203-8100

FCC Form 471 - December 2013

Close Print Preview
Previous

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FUNDING COMMITMENT DECISION LETTER (Funding Year 2014: 07/01/2014 - 06/30/2015)

April 27, 2016

Chris Webber or Karla Hall THACKERVILLE SCHOOL DISTRICT 4 PO Box 701713 Tulsa, OK 74170-1713

Re: FCC Form 471 Application Number: 960161 Billed Entity Number (BEN): 139867 Billed Entity FCC Registration Number (FCC RN): 0012026894 Applicant's Form Identifier: Thackerville Y17

Thank you for your Funding Year 2014 application for Universal Service Support and for any assistance you provided throughout our review. The current status of the funding request(s) in the FCC Form 471 application cited above and featured in the Funding Commitment Report(s) (Report) at the end of this letter is as follows.

- The amount, \$49,765.84 is "Approved." - The amount, \$42,620.50 is "Denied."

Please refer to the Report following this letter for specific funding request decisions and explanations. The Universal Service Administrative Company (USAC) is also sending this information to your service provider(s) so preparations can begin for implementing your approved discount(s) after you file FCC Form 486, Receipt of Service Confirmation Form. A guide that provides a definition for each line of the Report is available in the Guide to USAC Letter Reports in the Reference Area of our website.

NEXT STEPS

Work with your service provider to determine if you will receive discounted bills or if you will request reimbursement from USAC after paying your bills in full.

- Review technology planning approval requirements.
- Review Children's Internet Protection Act (CIPA) requirements.

File FCC Form 486.

Invoice USAC using the FCC Form 474, Service Provider Invoice (SPI) Form, or FCC Form 472, Billed Entity Applicant Reimbursement (BEAR) Form, - as products and services are being delivered and billed.

TO APPEAL THIS DECISION:

If you wish to appeal a decision in this letter to USAC, your appeal must be received by USAC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and email address for the person who can most readily discuss this appeal with us.

> Schools and Libraries Division - Correspondence Unit 30 Lanidex Plaza West, PO Box 685, Parsippany, NJ 07054-0685 Visit us online at: www.usac.org/sl

2. State outright that your letter is an appeal. Include the following to identify the USAC decision letter (e.g., FCDL) and the decision you are appealing:

Appellant name,Applicant name and service provider name, if different from appellant,

- Applicant BEN and Service Provider Identification Number (SPIN)

- FCC Form 471 Application Number 960161 and the Funding Request Number (FRN) or Numbers as assigned by USAC,

- "Funding Commitment Decision Letter for Funding Year 2014," AND

- The exact text or the decision that you are appealing.

- 3. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal, including any correspondence and documentation.
- 4. If you are the applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are the service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
- Provide an authorized signature on your letter of appeal.

We strongly recommend that you use one of the electronic filing options. To submit your appeal to USAC by email, email your appeal to appeals@sl.universalservice.orgor submit your appeal electronically by using the "Submit a Question" feature on the USAC website. USAC will automatically reply to incoming emails to confirm receipt.

To submit your appeal to USAC by fax, fax your appeal to (973) 599-6542.

To submit your appeal to USAC on paper, send your appeal to:

Letter of Appeal Schools and Libraries Division - Correspondence Unit 30 Lanidex Plaza West PO Box 685 Parsippany, NJ 07054-0685

For more information on submitting an appeal to USAC, please see "Appeals" in the Schools and Libraries section of the USAC website.

OBLIGATION TO PAY NON-DISCOUNT PORTION

Applicants are required to pay the non-discount portion of the cost of the products and/or services to their service provider(s). Service providers are required to bill applicants for the non-discount portion. The FCC stated that requiring applicants to pay their share ensures efficiency and accountability in the program. If USAC is being billed via the FCC Form 474, the service provider must bill the applicant at the same time it bills USAC. If USAC is being billed via the FCC Form 472, the applicant pays the service provider in full (the non-discount plus discount portion) and then seeks reimbursement from USAC. If you are using a trade-in as part of your non-discount portion, please refer to Disposal or Trade-in of Equipment posted in the Reference Area of our website for more information.

NOTICE ON RULES AND FUNDS AVAILABILITY

Applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in may be required to reduce or cancel runding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds. The timing of payment of invoices may also be affected by the availability of funds based on the amount of funds collected from contributing telecommunications companies.

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04/27/2016

Schools and Libraries Division Universal Service Administrative Company



FUNDING COMMITMENT REPORT

Billed Entity Name: THACKERVILLE SCHOOL DISTRICT 4

BEN: 139867 Funding Year: 2014

Comment on RAL corrections: The applicant did not submit any RAL corrections.

FCC Form 471 Application Number: 960161 Funding Request Number: 2608248 Funding Status: Funded

Category of Service: Telecommunications Service FCC Form 470 Application Number: 909860001051267

SPIN: 143004662

Service Provider Name: Southwestern Bell Telephone Company

Contract Number: N/A
Billing Account Number: N/A

Multiple Billing Account Numbers: N Service Start Date: 07/01/2014 Service End Date: N/A

Contract Award Date: 12/17/2012 Contract Expiration Date: 06/30/2015 Shared Worksheet Number: 1658565 Number of Months Recurring Service Provided in Funding Year: 12 Annual Pre-discount Amount for Eligible Recurring Charges: \$7,608.72 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00

Pre-discount Amount: \$7,608.72 Discount Percentage Approved by the USAC: 83% Funding Commitment Decision: \$6,315.24 - FRN approved as submitted

FCDL Date: 04/27/2016 Wave Number: 080

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2017

Consultant Name: Chris Webber

Consultant Registration Number (CRN): 16024800

Consultant Employer: CRW Consulting

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FUNDING COMMITMENT REPORT

Billed Entity Name: THACKERVILLE SCHOOL DISTRICT 4

BEN: 139867 Funding Year: 2014

Comment on RAL corrections: The applicant did not submit any RAL corrections.



FCC Form 471 Application Number: 960161 Funding Request Number: 2608252

Funding Status: Funded

Category of Service: Telecommunications Service FCC Form 470 Application Number: 237940001161390 SPIN: 143008823

Service Provider Name: SBC Long Distance, LLC.

Contract Number: MTM

Billing Account Number: N/A
Multiple Billing Account Numbers: N
Service Start Date: 07/01/2014
Service End Date: 06/30/2015 Contract Award Date: N/A Contract Expiration Date: N/A Shared Worksheet Number: 1658565

Number of Months Recurring Service Provided in Funding Year: 12 Annual Pre-discount Amount for Eligible Recurring Charges: \$552.96 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00

Pre-discount Amount: \$552.96

Discount Percentage Approved by the USAC: 83%

Funding Commitment Decision: \$458.96 - FRN approved as submitted

FCDL Date: 04/27/2016 Wave Number: 080

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2017

Consultant Name: Chris Webber

Consultant Registration Number (CRN): 16024800

Consultant Employer: CRW Consulting

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FUNDING COMMITMENT REPORT Billed Entity Name: THACKERVILLE SCHOOL DISTRICT 4

BEN: 139867 Funding Year: 2014

Comment on RAL corrections: The applicant did not submit any RAL corrections.

FCC Form 471 Application Number: 960161 Funding Request Number: 2608253

Funding Status: Funded

Category of Service: Telecommunications Service FCC Form 470 Application Number: 237940001161390

SPIN: 143025240

Service Provider Name: AT&T Mobility

Contract Number: MTM

Billing Account Number: N/A

Multiple Billing Account Numbers: N Service Start Date: 07/01/2014 Service End Date: 06/30/2015 Contract Award Date: N/A

Contract Expiration Date: N/A
Shared Worksheet Number: 1658565
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$748.56 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00

Pre-discount Amount: \$748.56
Discount Percentage Approved by the USAC: 83%

Funding Commitment Decision: \$621.30 - FRN approved as submitted

FCDL Date: 04/27/2016 Wave Number: 080

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2017

Consultant Name: Chris Webber

Consultant Registration Number (CRN): 16024800

Consultant Employer: CRW Consulting

FUNDING COMMITMENT REPORT

Billed Entity Name: THACKERVILLE SCHOOL DISTRICT 4

BEN: 139867 Funding Year: 2014

Comment on RAL corrections: The applicant did not submit any RAL corrections.



FCC Form 471 Application Number: 960161 Funding Request Number: 2608259

Funding Status: Funded

Category of Service: Internet Access FCC Form 470 Application Number: 237940001161390 SPIN: 143001192

Service Provider Name: AT&T Corp.

Contract Number: MTM

Billing Account Number: N/A
Multiple Billing Account Numbers: N
Service Start Date: 07/01/2014
Service End Date: 06/30/2015

Contract Award Date: N/A Contract Expiration Date: N/A Shared Worksheet Number: 1658565

Number of Months Recurring Service Provided in Funding Year: 12 Annual Pre-discount Amount for Eligible Recurring Charges: \$47,793.60 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00 Pre-discount Amount: \$47,793.60

Discount Percentage Approved by the USAC: 83% Funding Commitment Decision: \$39,668.69 - FRN approved as submitted

FCDL Date: 04/27/2016 Wave Number: 080

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2017

Consultant Name: Chris Webber

Consultant Registration Number (CRN): 16024800 Consultant Employer: CRW Consulting

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FUNDING COMMITMENT REPORT Billed Entity Name: THACKERVILLE SCHOOL DISTRICT 4

BEN: 139867 Funding Year: 2014

Comment on RAL corrections: The applicant did not submit any RAL corrections.

FCC Form 471 Application Number: 960161 Funding Request Number: 2608260 Funding Status: Funded

Category of Service: Internet Access FCC Form 470 Application Number: 909860001051267

SPIN: 143027725

Service Provider Name: Gabbart Enterprises LLC

Contract Number: N/A Billing Account Number: N/A

Multiple Billing Account Numbers: N Service Start Date: 07/01/2014 Service End Date: N/A

Contract Award Date: 01/28/2013 Contract Expiration Date: 06/30/2015 Shared Worksheet Number: 1658565 Number of Months Recurring Service Provided in Funding Year: 12 Annual Pre-discount Amount for Eligible Recurring Charges: \$.00

Annual Pre-discount Amount for Eligible Non-recurring Charges: \$3,255.00

Pre-discount Amount: \$3,255.00 Discount Percentage Approved by the USAC: 83% Funding Commitment Decision: \$2,701.65 - FRN approved as submitted

FCDL Date: 04/27/2016 Wave Number: 080

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2017

Consultant Name: Chris Webber

Consultant Registration Number (CRN): 16024800

Consultant Employer: CRW Consulting

FUNDING COMMITMENT REPORT Billed Entity Name: THACKERVILLE SCHOOL DISTRICT 4 BEN: 139867

Funding Year: 2014

Comment on RAL corrections: The applicant did not submit any RAL corrections.



FCC Form 471 Application Number: 960161

Funding Request Number: 2608287

Funding Status: Not Funded

Category of Service: Internet Access FCC Form 470 Application Number: 237940001161390 SPIN: 143035519

Service Provider Name: Meet Point Networks LLC

Contract Number: N/A

Billing Account Number: N/A Multiple Billing Account Numbers: N Service Start Date: 07/01/2014

Service End Date: N/A

Contract Award Date: 01/06/2014 Contract Expiration Date: 06/30/2019 Shared Worksheet Number: 1658565

Number of Months Recurring Service Provided in Funding Year: 12

Annual Pre-discount Amount for Eligible Recurring Charges: \$50,850.00 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$500.00 Pre-discount Amount: \$51,350.00

Discount Percentage Approved by the USAC: 83% Funding Commitment Decision: \$0.00 - Bidding Violation

Funding Commitment Decision Explanation: Based on documentation provided, FRN is denied because you did not select the most cost-effective bid proposal. FCC rules state that in selecting a provider of eligible services, applicants must carefully consider all bids submitted and must select the most cost-effective service offering. The FCC codified in the Ysleta Order that in evaluating bids from prospective service providers, applicants must select the most cost-effective offering from the bids received. The selected bid must itself be cost-effective compared to prices available commercially and stated that "there may be situations where the price of services is so exorbitant that it cannot, on its face, be cost-effective. For instance, a proposal to sell at prices two to three times greater than the prices available from commercial vendors would not be cost-effective, absent extenuating circumstances." You posted requests for seeking up to 100 MBPS on FCC Form 470# 237940001161390 and You posted requests for seeking up to 100 MBPS on FCC Form 470# 237940001161390 and the associated RFP. You received a bid from Chickasaw offering these specific services at an amount of \$1,400 per month for 20 MB, a bid from Meetpoint offering these specific services at an amount of \$4,237.50 monthly for 20 MBPS, a bid from OneNet for \$1,662 for 20 MB, a bid from Skybeam for \$500 monthly for 20 MBPS and a bid from Windstream for \$1,452.12 for 50 MPBS. All bids are for the specific services requested on the Form 470. You selected a bid from Meetpoint for an amount of \$4,237.50 monthly. The bid chosen is over two times more costly than the bid offering from Chickasaw, Skybeam, OneNet and Windstream. You received two bids at a less expensive rate for a higher bandwidth. This yieldates the ECC requirement that expensive rate for a higher bandwidth. This violates the FCC requirement that applicants select the most cost-effective offering from the bids received absent extenuating circumstances. During the review you did not present extenuating circumstances which mitigates your choice of a bid over two to three times greater than the price available from another commercial vendor.

FCDL Date: 04/27/2016 Wave Number: 080

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2017

00032

Consultant Name: Chris Webber

Consultant Registration Number (CRN): 16024800

Consultant Employer: CRW Consulting

P5LIDU00100028



Chris Webber Thackerville Sch Dist 4 CRW Consulting, LLC PO Box 70713 Tulsa, OK 74170-1713

Billed Entity Number: Form 471 Application Number: Form 486 Application Number: 139867 960161



Universal Service Administrative Company

Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2014-2015

August 08, 2016

Chris Webber Thackerville Sch Dist 4 CRW Consulting, LLC PO Box 70713 Tulsa, OK 74170-1713

Re: Applicant Name: THACKERVILLE SCHOOL DISTRICT 4

Billed Entity Number: 139867 Form 471 Application Number: 960161 Funding Request Number(s): 2608287

Your Correspondence Dated: June 24, 2016

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2014 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision. If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 2608287 Decision on Appeal: **Denied**

Explanation:

• USAC has determined that based on documentation provided, the above listed funding request (FRN) was denied because Thackerville School District 4 (the District) did not select the most cost-effective bid proposal. FCC rules state that in selecting a provider of eligible services, applicants must carefully consider all bids submitted and must select the most cost effective service offering. The FCC codified in the Ysleta Order that in evaluating bids from prospective service providers, applicants must select the most cost-effective offering from the bids received. The selected bid must itself be cost-effective compared to prices available commercially and stated that "there may be situations where the price of services is so exorbitant that it cannot, on its face, be cost-effective. For instance, a proposal to sell at prices two to three times greater than the prices available from commercial vendors would not be cost-effective, absent extenuating

circumstances." The District posted requests for seeking up to 100 MBPS on FCC Form 470 # 237940001161390 and the associated RFP. The District received a bid from Chickasaw offering these specific services at an amount of \$1,400 per month for 20 MB, a bid from Meetpoint offering these specific services at an amount of \$4,237.50 monthly for 20 MBPS, a bid from OneNet for \$1,662 for 20 MB, a bid from Skybeam for \$500 monthly for 20 MBPS and a bid from Windstream for \$1,452.12 for 50 MPBS. All bids are for the specific services requested on the Form 470. You selected a bid from Meetpoint for an amount of \$4,237.50 monthly. The bid chosen is over two times more costly than the bid offering from Chickasaw, Skybeam, OneNet and Windstream. The District received two bids at a less expensive rate for a higher bandwidth. This violates the FCC requirement that applicants select the most cost effective offering from the bids received absent extenuating circumstances. During the review the District did not present extenuating circumstances which mitigates their choice of a bid over two to three times greater than the price available from another commercial vendor. On appeal, you have failed to provide evidence that USAC erred in its initial decision. Consequently, the appeal is denied.

FCC rules state that, in selecting a service provider, the applicant must carefully consider all bids submitted and must select the most cost-effective service or equipment offering, with price being the primary factor, which will result in being the most cost-effective means of meeting educational needs and the technology plan goals. See 47 C.F.R. secs. 54.511(a), 54.503(c)(2)(vii), 54.504(a)(1)(xi). See also Request for Review of the Decision of the Universal Service Administrator by Ysleta Independent School District, El Paso, Texas, et al., Federal-State Joint Board of Universal Service, Changes to the Board of Directors of the National Exchange Carrier Association, Inc., SLD Nos. 321479, et al., CC Docket Nos. 96-45 and 97-21, Order, 18 FCC Rcd 26407, FCC 03-313 paras. 47-55 (Dec. 8, 2003). Service providers shall not charge the entities a price above the lowest corresponding price. See 47 C.F.R. sec. 54.511(b). In order to ensure that applicants are not requesting discounts for services beyond their reasonable needs, USAC denies funding request(s) for not being cost-effective. The costs of the products and services in a funding request should not be significantly higher than the costs generally available in the applicant's marketplace for the same or similar products or services. For example, equipment at prices two or three times greater than the prices available from commercial vendors would not be cost effective, unless there were extenuating circumstances. See Ysleta Order para. 54.

Since your appeal was denied in full, dismissed or cancelled, you may file an appeal with the FCC. Your appeal must be postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found under the Reference Area/"Appeals" of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.
Schools and Libraries Division Universal Service Administrative Company



1.	Service that is being evaluated: Internet Access
	Examples include: Internet access, local phone service, long distance service, cell phone service, wireless data plan service, WAN connectivity
2.	Company that has submitted bid: Wind Stream
3.	Service level from the bid that is being evaluated: Examples include: Internet access – 200 mb, local phone – 50 lines, cell phones – unlimited pooled minutes, wireless data plans – 500 Mb, WAN Connectivity – (5) 1 Gb circuits. You may have to determine per-unit pricing (cost per Mb, for example) to compare bids submitted from
4.	different companies at different service levels. Price that is being evaluated: 493 Monthly

- POINTS MUST BE AWARDED IN ALL CATEGORIES. DO NOT WRITE "N/A" IN ANY CATEGORY.
- DO NOT GIVE EQUAL POINTS FOR PRICE TO TWO VENDORS UNLESS THEY BID THE EXACT SAME SERVICE FOR THE EXACT SAME PRICE

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS AND SERVICES	40	40
SERVICE HISTORY	20	1
TOTAL POINTS	60	41

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Bid Evalua	ted by (one person per sheet):	0129	Naper	
Date:	12/19/13	s in the second		(PMT 0.00 to the Market Internet Market (Market) and the American Spring
Signature:	Hug Kapu		erene de la companya	

1.	Service that is being evaluated: Internet Arcess
	Examples include: Internet access, local phone service, long distance service, cell phone service wireless data plan service, WAN connectivity
	wheress data plan service, WAN Connectivity
2.	Company that has submitted bid:
-	Service level from the hid that is being evaluated: 20 mb/05.
3.	Service level from the bid that is being evaluated: Examples include: Internet access – 200 mb, local phone – 50 lines, cell phones – unlimited pooled minutes, wireless data plans – 500 Mb, WAN Connectivity – (5) 1 Gb circuits. You may have to determine per-unit pricing (cost per Mb, for example) to compare bids submitted from different companies at different service levels.
4.	Price that is being evaluated: 500. Monthly
	/

- POINTS MUST BE AWARDED IN ALL CATEGORIES. DO NOT WRITE "N/A" IN ANY CATEGORY.
- DO NOT GIVE EQUAL POINTS FOR PRICE TO TWO VENDORS UNLESS THEY BID THE EXACT SAME SERVICE FOR THE EXACT SAME PRICE

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS AND SERVICES	40	39
SERVICE HISTORY	20	2
TOTAL POINTS	60	41

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Bid Evaluated by (one person per sheet):	0166 Napel
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Date: (2//9//3 /	
Signature: My Ka	Mr
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1.	Service that is being evaluated: Intronet HICESS
	Examples include: Internet access, local phone service, long distance service, cell phone service, wireless data plan service, WAN connectivity
2.	Company that has submitted bid: Chickasaw
3.	Service level from the bid that is being evaluated: 20 Mbp ≤ Examples include: Internet access – 200 mb, local phone – 50 lines, cell phones – unlimited
	pooled minutes, wireless data plans – 500 Mb, WAN Connectivity – (5) 1 Gb circuits. You may have to determine per-unit pricing (cost per Mb, for example) to compare bids submitted from different companies at different service levels.
4.	Price that is being evaluated: 1400. 2 monthly

- POINTS MUST BE AWARDED IN ALL CATEGORIES. DO NOT WRITE "N/A" IN ANY CATEGORY.
- DO NOT GIVE EQUAL POINTS FOR PRICE TO TWO VENDORS UNLESS THEY BID THE EXACT SAME SERVICE FOR THE EXACT SAME PRICE

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS AND SERVICES	40	38
SERVICE HISTORY	20	3
TOTAL POINTS	60	41

Bid Evaluated by (one person per sheet): Grea Raper
Date: 12/19/13
Signature: Sug Kapp

1.	Service that is being evaluated: Internet access, local phone service, long distance service, cell phone service, wireless data plan service, WAN connectivity
2.	Company that has submitted bid:
3.	Service level from the bid that is being evaluated: 26 Mbp S Examples include: Internet access – 200 mb, local phone – 50 lines, cell phones – unlimited
	pooled minutes, wireless data plans – 500 Mb, WAN Connectivity – (5) 1 Gb circuits. You may have to determine per-unit pricing (cost per Mb, for example) to compare bids submitted from different companies at different service levels.
4.	Price that is being evaluated: 1/662. monthly

- POINTS MUST BE AWARDED IN ALL CATEGORIES. DO NOT WRITE "N/A" IN ANY CATEGORY.
- DO NOT GIVE EQUAL POINTS FOR PRICE TO TWO VENDORS UNLESS THEY BID THE EXACT SAME SERVICE FOR THE EXACT SAME PRICE

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS AND SERVICES	40	37
SERVICE HISTORY	20	4
TOTAL POINTS	60	4/

Bid Evaluated by (one person per sheet):
Date: 12/19/13
Signature: Mag Kopu

1.	Service that is being evaluated: Internet Access
	Examples include: Internet access, local phone service, long distance service, cell phone service, wireless data plan service, WAN connectivity
2.	Company that has submitted bid: Meet Points Networks
3.	Service level from the bid that is being evaluated: Examples include: Internet access – 200 mb, local phone – 50 lines, cell phones – unlimited pooled minutes, wireless data plans – 500 Mb, WAN Connectivity – (5) 1 Gb circuits. You may have to determine per-unit pricing (cost per Mb, for example) to compare bids submitted from different companies at different service levels.
4.	Price that is being evaluated: 4,237,50 Monthly

- POINTS MUST BE AWARDED IN ALL CATEGORIES. DO NOT WRITE "N/A" IN ANY CATEGORY.
- DO NOT GIVE EQUAL POINTS FOR PRICE TO TWO VENDORS UNLESS THEY BID THE EXACT SAME SERVICE FOR THE EXACT SAME PRICE

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS AND SERVICES	40	36
SERVICE HISTORY	20	20
TOTAL POINTS	60	56

Bid Evaluated by (one person per sheet):	Greg Raper
Date: 12/19/1/3	
Signature: Aug Kapu-	

1.	Service that is being evaluated: Internet Access
	Examples include: Internet access, local phone service, long distance service, cell phone service wireless data plan service, WAN connectivity
2.	Company that has submitted bid:
3.	Service level from the bid that is being evaluated: Examples include: Internet access – 200 mb, local phone – 50 lines, cell phones – unlimited
	pooled minutes, wireless data plans – 500 Mb, WAN Connectivity – (5) 1 Gb circuits. You may have to determine per-unit pricing (cost per Mb, for example) to compare bids submitted from different companies at different service levels.
4.	Price that is being evaluated: 4607 80 Monthly

- POINTS MUST BE AWARDED IN ALL CATEGORIES. DO NOT WRITE "N/A" IN ANY CATEGORY.
- DO NOT GIVE EQUAL POINTS FOR PRICE TO TWO VENDORS UNLESS THEY BID THE EXACT SAME SERVICE FOR THE EXACT SAME PRICE

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS AND SERVICES	40	35
SERVICE HISTORY	20	5
TOTAL POINTS	60	4)

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Bid Evaluated by (one person per sheet):	Gieg Kaper
Date: 12/19/13	7//
Signature: dug kapu	